

MIAMI BEACH

City Commission Meeting SUPPLEMENTAL MATERIAL 4

City Hall, Commission Chambers, 3rd Floor, 1700 Convention Center Drive
March 9, 2016

Mayor Philip Levine
Commissioner John Elizabeth Alemán
Commissioner Ricky Arriola
Commissioner Kristen Rosen Gonzalez
Commissioner Michael Grieco
Commissioner Joy Malakoff
Commissioner Micky Steinberg

City Manager Jimmy L. Morales
City Attorney Raul J. Aguila
City Clerk Rafael E. Granado

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ATTENTION ALL LOBBYISTS

Chapter 2, Article VII, Division 3 of the City Code of Miami Beach entitled "Lobbyists" requires the registration of all lobbyists with the City Clerk prior to engaging in any lobbying activity with the City Commission, any City Board or Committee, or any personnel as defined in the subject Code sections. Copies of the City Code sections on lobbyists laws are available in the City Clerk's office. Questions regarding the provisions of the Ordinance should be directed to the Office of the City Attorney.

SUPPLEMENTAL AGENDA

C2 - Competitive Bid Reports

- C2C Request For Approval To Issue Proposal (RFP) 2016-086-WG For Health Plan Services And Benefits To The City Of Miami Beach Active Employees, Dependents, Pre-65 Retirees, And Post-65 Retirees.

(Procurement/Human Resources)
(Memorandum)

R7 - Resolutions

- R7F A Resolution Accepting The Recommendation Of The City Manager, Pursuant To Request For Proposals No. 2015-146-YG (The RFP) For Parking Attendants For City Parking Garages.

(Procurement/Parking)
(Memorandum)

- R7I A Resolution Accepting The Recommendation Of The City Manager To Award, And Authorizing The Administration To Negotiate With The Sole Responsive Proposer, Bergeron Land Development, Pursuant To RFP No. 2016-062-KB For The Design Build Contract Of The West Avenue Bridge Over Collins Canal, With The Option To Include Or Exclude The Lincoln Court Pedestrian Bridge Over Collins Canal As Part Of The West Avenue Project.

(Procurement/Public Works)

(Revised Memorandum)

Condensed Title:

REQUEST FOR APPROVAL TO ISSUE PROPOSAL (RFP) 2016-086-WG FOR HEALTH PLAN SERVICES AND BENEFITS TO THE CITY OF MIAMI BEACH ACTIVE EMPLOYEES, DEPENDENTS, PRE-65 RETIREES, AND POST-65 RETIREES.

Key Intended Outcome Supported:

Ensure Expenditure Trends Are Sustainable Over The Long Term

Supporting Data (Surveys, Environmental Scan, etc): N/A

Item Summary/Recommendation:

Humana and AvMed are the City's medical PPO, POS and HMO carriers. The City went self-funded January 1, 2009. Utilization review, case management and disease management services are also provided under each of the plans by Humana and AvMed. AvMed was offered as an alternative option to employees and retirees effective March 1, 2015, due to lost access to the Baptist Network under the Humana administered medical plans.

To seek successor contracts for health plan services and benefits to the City of Miami Beach active employees, dependents, pre-65 retirees, and post-65 retirees upon expiration of the current contracts, the Administration is seeking to issue an RFP with the assistance of Gallagher Benefit Services, the City's consultant on these matters.

The intent of this RFP is to solicit self-funded quotes for the City's health plan covering employees, retirees, and their dependents effective October 1, 2016. Self-funded administrative services with duplication of the current benefit plan designs are required. This coverage will include but not be limited to core administrative services, case management, disease management, behavioral health management, access to network, concierge services, administration of COBRA, a 24/7 Nurse Line as well as pharmacy benefits management.

In advance of a successor contract, the Administration is requesting authorization to issue Request for Proposals (RFP) 2016-086-WG for health plan services and benefits to the City of Miami Beach active employees, dependents, pre-65 retirees, and post-65 retirees.

ADMINISTRATION RECOMMENDATION

Authorize the issuance.

Advisory Board Recommendation:

N/A

Financial Information: The annual cost associated with the federal governmental consulting services is subject to the funds availability approved through the City's budgeting process.

Source of Funds:		Amount	Account
	1		
	2		
	Total		

Financial Impact Summary:**City Clerk's Office Legislative Tracking:**

Alex Denis, Extension 6641

Sign-Offs:

Department Director	Assistant City Manager	City Manager
SCT <u>SCT</u> AD <u>AD</u>	MT <u>MT</u>	JLM <u>JLM</u>

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MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: March 9, 2016

SUBJECT: **REQUEST FOR APPROVAL TO ISSUE PROPOSAL (RFP) 2016-086-WG FOR HEALTH PLAN SERVICES AND BENEFITS TO THE CITY OF MIAMI BEACH ACTIVE EMPLOYEES, DEPENDENTS, PRE-65 RETIREES, AND POST-65 RETIREES.**

ADMINISTRATION RECOMMENDATION

Authorize the issuance of the RFP.

BACKGROUND

Humana and AvMed are the current medical PPO, POS and HMO carriers for the City's self-funded health insurance plan for employees, dependents and retirees. In addition, utilization review, case management and disease management services are also provided under each of the plans by Humana and AvMed. The current contracts with Humana and AvMed expire on September 30, 2016.

To seek successor contracts upon expiration of the current contracts, the Administration is seeking to issue an RFP with the assistance of Gallagher Benefit Services, the City's consultant on these matters.

In advance of a successor contract, the Administration is requesting authorization to issue Request for Proposals (RFP) 2016-086-WG for health plan services and benefits to the City of Miami Beach active employees, dependents, pre-65 retirees, and post-65 retirees.

SCOPE OF SERVICES

The intent of this RFP is to solicit self-funded quotes for the City's health plan covering employees, retirees, and their dependents effective October 1, 2016.

The following health plan services are being requested:

- A. Self-funded administrative services with duplication of the current benefit plan designs are required. This coverage will include but not be limited to core administrative services, case management, disease management, behavioral health management, access to network, concierge services, administration of COBRA, a 24/7 Nurse Line as well as pharmacy benefits management. These plan designs with the best provider network match to Humana and AvMed's existing networks are requested:
 - 1. Standard HMO
 - 2. Premium HMO
 - 3. Standard PPO (Standard POS for AvMed)
 - 4. Premium PPO (Premium POS for AvMed)
 - 5. POS (Basic POS for AvMed)

- B. Self-funded administrative services for prescription drug coverage.
1. Reinsurance or stop loss coverage as outlined in the Symetra contract and renewal document.
 2. Coverage of claims on a Paid in 12 month basis, from October 1, 2016 – September 30, 2017, with a stop loss deductible of \$230,000, aggregate reinsurance, and the associated attachment factors is required.
- C. Employee Assistance Program (EAP).
1. The EAP shall include five (5) face to face visits, available to all full-time and part-time employees (approximately 1,730 employees), and family members as well as anyone who cohabitates with employee/retiree.
- **MINIMUM QUALIFICATIONS.** Please Reference, Appendix C, RFP 2016-086-WG for health plan services and benefits to the City of Miami Beach active employees, dependents, pre-65 retirees, and post-65 retirees.
 - **SUBMITTAL REQUIREMENTS.** Please Reference Section 0300, RFP 2016-086-WG for health plan services and benefits to the City of Miami Beach active employees, dependents, pre-65 retirees, and post-65 retirees.
 - **CRITERIA FOR EVALUATION.** Please Reference Section 0400, RFP 2016-086-WG for health plan services and benefits to the City of Miami Beach active employees, dependents, pre-65 retirees, and post-65 retirees.

CONCLUSION

The Administration recommends that the Mayor and Commission authorize the issuance of RFP 2016-086-WG for health plan services and benefits to the City of Miami Beach active employees, dependents, pre-65 retirees, and post-65 retirees.

ATTACHMENTS

Attachment A: RFP 2016-086-WG Health Plan Services and Benefits to the City of Miami Beach Active Employees, Dependents, Pre-65 Retirees, and Post-65 Retirees.

JLM / MT / SCT / AD / WG

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REQUEST FOR PROPOSALS (RFP)

Health Plan Services and Benefits to the City of Miami Beach
Active Employees, Dependents, Pre-65 Retirees, and Post-65
Retirees

2016-086-WG

RFP ISSUANCE DATE: MARCH 10, 2016

PROPOSALS DUE: APRIL 21, 2016 @ 3:00 PM

ISSUED BY:



William Garviso, Procurement Contracting Officer II

PROCUREMENT DEPARTMENT

1755 Meridian Avenue, 3rd Floor, Miami Beach, FL 33139

305.673.7000 x 6650 | www.miamibeachfl.gov

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**SECTION 0200****INSTRUCTIONS TO RESPONDENTS & GENERAL CONDITIONS**

1. GENERAL. This Request for Proposals (RFP) is issued by the City of Miami Beach, Florida (the "City"), as the means for prospective Proposers to submit their qualifications, proposed scopes of work and cost proposals (the "proposal") to the City for the City's consideration as an option in achieving the required scope of services and requirements as noted herein. All documents released in connection with this solicitation, including all appendixes and addenda, whether included herein or released under separate cover, comprise the solicitation, and are complementary to one another and together establish the complete terms, conditions and obligations of the Proposers and, subsequently, the successful Proposer(s) (the "contractor[s]") if this RFP results in an award.

The City utilizes **PublicPurchase** (www.publicpurchase.com) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addendum to this RFP. Any prospective Proposer who has received this RFP by any means other than through **PublicPurchase** must register immediately with **PublicPurchase** to assure it receives any addendum issued to this RFP. **Failure to receive an addendum may result in disqualification of proposal submitted.**

2. PURPOSE.

The City of Miami Beach is seeking proposals from qualified firms for Health Plan Services and Benefits to the City of Miami Beach Active Employees, Dependents, Pre-65 Retirees, and Post-65 Retirees.

The intent of this RFP is to solicit self-funded quotes for the City's health plan covering employees, retirees, and their dependents **effective October 1, 2016**. Further, pharmacy benefit management / administration services are also being requested. Responses from medical plan administrators should include pharmacy services. However, standalone Pharmacy Benefit Managers ("PBM") and Pharmacy Benefit Administrators ("PBA") will be considered and are encouraged to respond to the pharmacy services portion of this RFP. Reinsurance and Employee Assistance Plan (EAP) services are also being marketed as part of this solicitation. Medical plan administrators are encouraged to provide a reinsurance and EAP quote as part of their self-funded proposals. However, standalone reinsurers and EAP providers will be considered and are encouraged to respond to these portions of this RFP as well.

3. ANTICIPATED RFP TIMETABLE. The tentative schedule for this solicitation is as follows:

RFP Issued	March 10, 2016
Pre-Proposal Meeting ¹	March 24, 2016 @ 2:00PM
Deadline for Receipt of Questions	April 11, 2016 @ 3:00PM
Responses Due ²	April 21, 2016 @ 3:00PM
Evaluation Committee Review	TBD
Proposer Presentations	TBD
Tentative Commission Approval Authorizing Negotiations	TBD
Contract Negotiations	Following Commission Approval

4. PROCUREMENT CONTACT. Any questions or clarifications concerning this solicitation shall be submitted to the Procurement Contact noted below:

Procurement Contact:
William Garviso, CPPB

Telephone:
305 673-7000 #6650

Email:
williamgarviso@miamibeachfl.gov

Additionally, the City Clerk is to be copied on all communications via e-mail at: RafaelGranado@miamibeachfl.gov, or via facsimile: 786-394-4188.

The Bid title/number shall be referenced on all correspondence. All questions or requests for clarification must be received no later than ten (10) calendar days prior to the date proposals are due as scheduled in Section 0200-3. All responses to questions/clarifications will be sent to all prospective Proposers in the form of an addendum.

5. PRE-PROPOSAL MEETING OR SITE VISIT(S). Only if deemed necessary by the City, a pre-proposal meeting or site visit(s) may be scheduled.

A Pre-PROPOSAL conference will be held as scheduled in Anticipated RFP Timetable section above at the following address:

**City of Miami Beach
Procurement Department – 3rd Floor
Conference Room
1755 Meridian Avenue
Miami Beach, Florida 33139**

Attendance (in person or via telephone) is encouraged and recommended as a source of information, but is not mandatory. Proposers interested in participating in the Pre-Proposal Submission Meeting via telephone must follow these steps:

- (1) Dial the TELEPHONE NUMBER: 1- 888-270-9936 (Toll-free North America)
- (2) Enter the MEETING NUMBER: 9415468

Proposers who are interested in participating via telephone should send an e-mail to the contact person listed in this RFP expressing their intent to participate via telephone.

6. PRE-PROPOSAL INTERPRETATIONS. Oral information or responses to questions received by prospective Proposers are not binding on the City and will be without legal effect, including any information received at pre-submittal meeting or site visit(s). The City by means of Addenda will issue interpretations or written addenda clarifications considered necessary by the City in response to questions. Only questions answered by written addenda will be binding and may supersede terms noted in this solicitation. Addendum will be released through *PublicPurchase*. Any prospective proposer who has received this RFP by any means other than through *PublicPurchase* must register immediately with *PublicPurchase* to assure it receives any addendum issued to this RFP. Failure to receive an addendum may result in disqualification of proposal. Written questions should be received no later than the date outlined in the **Anticipated RFP Timetable** section.

7. CONE OF SILENCE. This RFP is subject to, and all proposers are expected to be or become familiar with, the City's Cone of Silence Requirements, as codified in Section 2-486 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Cone of Silence are complied with, and shall be subject to any and all sanctions, as prescribed therein, including rendering their response voidable, in the event of such non-compliance. Communications regarding this solicitation are to be submitted in writing to the Procurement Contact named herein with a copy to the City Clerk at rafaelgranado@miamibeachfl.gov.

8. SPECIAL NOTICES. You are hereby advised that this solicitation is subject to the following ordinances/resolutions, which may be found on the City Of Miami Beach website: <http://web.miamibeachfl.gov/procurement/scroll.aspx?id=23510>

- CONE OF SILENCE..... CITY CODE SECTION 2-486
- PROTEST PROCEDURES..... CITY CODE SECTION 2-371
- DEBARMENT PROCEEDINGS..... CITY CODE SECTIONS 2-397 THROUGH 2-485.3
- LOBBYIST REGISTRATION AND DISCLOSURE OF FEES..... CITY CODE SECTIONS 2-481 THROUGH 2-406
- CAMPAIGN CONTRIBUTIONS BY VENDORS..... CITY CODE SECTION 2-487
- CAMPAIGN CONTRIBUTIONS BY LOBBYISTS ON PROCUREMENT ISSUES..... CITY CODE SECTION 2-488
- REQUIREMENT FOR CITY CONTRACTORS TO PROVIDE EQUAL BENEFITS FOR DOMESTIC PARTNERS..... CITY CODE SECTION 2-373
- LIVING WAGE REQUIREMENT..... CITY CODE SECTIONS 2-407 THROUGH 2-410
- PREFERENCE FOR FLORIDA SMALL BUSINESSES OWNED AND CONTROLLED BY VETERANS AND TO STATE-CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISES..... CITY CODE SECTION 2-374
- FALSE CLAIMS ORDINANCE..... CITY CODE SECTION 70-300
- ACCEPTANCE OF GIFTS, FAVORS & SERVICES..... CITY CODE SECTION 2-449

9. PUBLIC ENTITY CRIME. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

10. COMPLAINE WITH THE CITY'S LOBBYIST LAWS. This RFP is subject to, and all Proposers are expected to be or become familiar with, all City lobbyist laws. Proposers shall be solely responsible for ensuring that all City lobbyist laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including, without limitation, disqualification of their responses, in the event of such non-compliance.

11. DEBARMENT ORDINANCE: This RFP is subject to, and all proposers are expected to be or become familiar with, the City's Debarment Ordinance as codified in Sections 2-397 through 2-406 of the City Code.

12. WITH THE CITY'S CAMPAIGN FINANCE REFORM LAWS. This RFP is subject to, and all Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their responses, in the event of such non-compliance.

13. CODE OF BUSINESS ETHICS. Pursuant to City Resolution No.2000-23879, the Proposer shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Division with its response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

14. AMERICAN WITH DISABILITIES ACT (ADA). Call 305-673-7490 to request material in accessible format; sign language interpreters (five (5) days in advance when possible), or information on access for persons with disabilities. For more information on ADA compliance, please call the Public Works Department, at 305-673- 7000, Extension 2984.

15. POSTPONEMENT OF DUE DATE FOR RECEIPT OF PROPOSALS. The City reserves the right to postpone the deadline for submittal of proposals and will make a reasonable effort to give at least three (3) calendar days written notice of any such postponement to all prospective Proposers through *PublicPurchase*.

16. PROTESTS. Proposers that are not selected may protest any recommendation for selection of award in accordance with the proceedings established pursuant to the City's bid protest procedures, as codified in Sections 2-370 and 2-371 of the City Code (the City's Bid Protest Ordinance). Protest not timely made pursuant to the requirements of the City's Bid Protest Ordinance shall be barred.

17. MIAMI BEACH-BASED VENDORS PREFERENCE. Pursuant to City of Miami Beach Ordinance No. 2011-3747, a five (5) point preference will be given to a responsive and responsible Miami Beach-based Proposer.

18. VETERAN BUSINESS ENTERPRISES PREFERENCE. Pursuant to City Code Section 2-374, the City shall give a preference to a responsive and responsible Proposer which is a small business concern owned and controlled by a veteran(s) or which is a service-disabled veteran business enterprise, and which is within five percent (5%) of the lowest responsive, responsible proposer, by providing such proposer an opportunity of providing said goods or contractual services for the lowest responsive proposal amount (or in this RFP, the highest proposal amount). Whenever, as a result of the foregoing preference, the adjusted prices of two (2) or more proposers which are a small business concern owned and controlled by a veteran(s) or a service-disabled veteran business enterprise constitute the lowest proposal pursuant to an RFP or oral or written request for quotation, and such proposals are responsive, responsible and otherwise equal with respect to quality and service, then the award shall be made to the service-disabled veteran business enterprise.

19. DETERMINATION OF AWARD. The final ranking results of Step 1 & 2 outlined in Section 0400, Evaluation of Proposals, will be considered by the City Manager who may recommend to the City Commission the Proposer(s) s/he deems to be in the best interest of the City or may recommend rejection of all proposals. The City Manager's recommendation need not be consistent with the scoring results identified herein and takes into consideration Miami Beach City Code Section 2-369, including the following considerations:

- (1) The ability, capacity and skill of the Proposer to perform the contract.
- (2) Whether the Proposer can perform the contract within the time specified, without delay or interference.
- (3) The character, integrity, reputation, judgment, experience and efficiency of the Proposer.
- (4) The quality of performance of previous contracts.
- (5) The previous and existing compliance by the Proposer with laws and ordinances relating to the contract.

The City Commission shall consider the City Manager's recommendation and may approve such recommendation. The City Commission may also, at its option, reject the City Manager's recommendation and select another Proposal or Proposals which it deems to be in the best interest of the City, or it may also reject all Proposals.

20. NEGOTIATIONS. Following selection, the City reserves the right to enter into further negotiations with the selected Proposer. Notwithstanding the preceding, the City is in no way obligated to enter into a contract with the selected Proposer in the event the parties are unable to negotiate a contract. It is also understood and acknowledged by Proposers that no property, contract or legal rights of any kind shall be created at any time until and unless an Agreement has been agreed to; approved by the City; and executed by the parties.

21. Postponement/Cancellation/Acceptance/Rejection. The City may, at its sole and absolute discretion, reject any and all, or parts of any and all, responses; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP, or in any responses received as a result of this RFP. Reasonable efforts will be made to either award the proposer the contract or reject all proposals within one-hundred twenty (120) calendar days after proposal opening date. A proposer may withdraw its proposal after expiration of one hundred twenty (120) calendar days from the date of proposal opening by delivering written notice of withdrawal to the of Procurement Department prior to award of the contract by the City Commission.

22. PROPOSER'S RESPONSIBILITY. Before submitting a response, each Proposer shall be solely responsible for making any and all investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the Proposer from any obligation to comply with every detail and with all provisions and requirements of the contract, and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Proposer.

23. COSTS INCURRED BY PROPOSERS. All expenses involved with the preparation and submission of Proposals, or any work performed in connection therewith, shall be the sole responsibility (and shall be at the sole cost and expense) of the Proposer, and shall not be reimbursed by the City.

24. RELATIONSHIP TO THE CITY. It is the intent of the City, and Proposers hereby acknowledge and agree, that the successful Proposer is considered to be an independent contractor, and that neither the Proposer, nor the Proposer's employees, agents, and/or contractors, shall, under any circumstances, be considered employees or agents of the City.

24. OCCUPATIONAL HEALTH AND SAFETY. In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this proposal must be accompanied by a Material Safety Data Sheet (MSDS) which may be obtained from the manufacturer.

25. ENVIRONMENTAL REGULATIONS. The City reserves the right to consider a proposer's history of citations and/or violations of environmental regulations in investigating a proposer's responsibility, and further reserves the right to declare a proposer not responsible if the history of violations warrant such determination in the opinion of the City. Proposer shall submit with its proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify the City immediately of notice of any citation or violation which proposer may receive after the proposal opening date and during the time of performance of any contract awarded to it.

26. TAXES. The City of Miami Beach is exempt from all Federal Excise and State taxes.

27. MISTAKES. Proposers are expected to examine the terms, conditions, specifications, delivery schedules, proposed pricing, and all instructions pertaining to the goods and services relative to this RFP. Failure to do so will be at the Proposer's risk and may result in the Proposal being non-responsive.

28. PAYMENT. Payment will be made by the City after the goods or services have been received, inspected, and found to comply with contract, specifications, free of damage or defect, and are properly invoiced. Invoices must be consistent with Purchase Order format.

29. COPYRIGHT, PATENTS & ROYALTIES. Proposer shall indemnify and save harmless the City of Miami Beach, Florida, and its officers, employees, contractors, and/or agents, from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Miami Beach, Florida. If the Proposer uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

30. DEFAULT: Failure or refusal of the selected Proposer to execute a contract following approval of such contract by the City Commission, or untimely withdrawal of a response before such award is made and approved, may result in a claim for damages by the City and may be grounds for removing the Proposer from the City's vendor list.

31. MANNER OF PERFORMANCE. Proposer agrees to perform its duties and obligations in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, regulations and codes. Lack of knowledge or ignorance by the Proposer with/of applicable laws will in no way be a cause for relief from responsibility. Proposer agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish to the City any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Proposer further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of this contract.

Where contractor is required to enter or go on to City of Miami Beach property to deliver materials or perform work or services as a result of any contract resulting from this solicitation, the contractor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance, and assure all work complies with all applicable laws. The contractor shall be liable for any damages or loss to the City occasioned by negligence of the Proposer, or its officers, employees, contractors, and/or agents, for failure to comply with applicable laws.

32. SPECIAL CONDITIONS. Any and all Special Conditions that may vary from these General Terms and Conditions shall have precedence.

33. NON-DISCRIMINATION. The Proposer certifies that it is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. In accordance with the City's Human Rights Ordinance, codified in Chapter 62 of the City Code, Proposer shall prohibit (and cause hotel operator to prohibit) discrimination by reason of race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, and age or disability in the sale, lease, use or occupancy of the Hotel Project or any portion thereof.

34. DEMONSTRATION OF COMPETENCY. The city may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience) in making an award that is in the best interest of the City, including:

- A. Pre-award inspection of the Proposer's facility may be made prior to the award of contract.
- B. Proposals will only be considered from firms which are regularly engaged in the business of providing the goods and/or services as described in this solicitation.
- C. Proposers must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial capacity, equipment, and organization to ensure that they can satisfactorily perform the services if awarded a contract under the terms and conditions of this solicitation.
- D. The terms "equipment and organization", as used herein shall, be construed to mean a fully equipped and well established company in line with the best business practices in the industry, and as determined by the City of Miami Beach.
- E. The City may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience), in making an award that is in the best interest of the City.
- F. The City may require Proposer s to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supply to the City.

35. ASSIGNMENT. The successful Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or his/her or its power to execute such contract, to any person, company or corporation, without the prior written consent of the City.

36. LAWS, PERMITS AND REGULATIONS. The Proposer shall obtain and pay for all licenses, permits, and inspection fees required to complete the work and shall comply with all applicable laws.

37. OPTIONAL CONTRACT USAGE. When the successful Proposer (s) is in agreement, other units of government or non-profit agencies may participate in purchases pursuant to the award of this contract at the option of the unit of government or non-profit agency.

38. VOLUME OF WORK TO BE RECEIVED BY CONTRACTOR. It is the intent of the City to purchase the goods and services specifically listed in this solicitation from the contractor. However, the City reserves the right to purchase any goods or services awarded from state or other governmental contract, or on an as-needed basis through the City's spot market purchase provisions.

39. DISPUTES. In the event of a conflict between the documents, the order of priority of the documents shall be as follows:

- A. Any contract or agreement resulting from the award of this solicitation; then
- B. Addendum issued for this solicitation, with the latest Addendum taking precedence; then
- C. The solicitation; then
- D. The Proposer's proposal in response to the solicitation.

40. INDEMNIFICATION. The Proposer shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the contractor or its employees, agents, servants, partners, principals or subcontractors. The contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The Proposer expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided. The above indemnification provisions shall survive the expiration or termination of this Agreement.

41. CONTRACT EXTENSION. The City reserves the right to require the Contractor to extend contract past the stated termination date for a period of up to 120 days in the event that a subsequent contract has not yet been awarded. Additional extensions past the 120 days may occur as needed by the City and as mutually agreed upon by the City and the contractor.

42. FLORIDA PUBLIC RECORDS LAW. Proposers are hereby notified that all Bid including, without limitation, any and all information and documentation submitted therewith, are exempt from public records requirements under Section 119.07(1), Florida Statutes, and s. 24(a), Art. 1 of the State Constitution until such time as the City provides notice of an intended decision or until thirty (30) days after opening of the proposals, whichever is earlier. Additionally, Contractor agrees to be in full compliance with Florida Statute 119.0701 including, but not limited to, agreement to (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the services; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

43. OBSERVANCE OF LAWS. Proposers are expected to be familiar with, and comply with, all Federal, State, County, and City laws, ordinances, codes, rules and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which, in any manner, may affect the scope of services and/or project contemplated by this RFP (including, without limitation, the Americans with Disabilities Act, Title VII of the Civil Rights Act, the EEOC Uniform Guidelines, and all EEO regulations and guidelines). Ignorance of the law(s) on the part of the Proposer will in no way relieve it from responsibility for compliance.

44. CONFLICT OF INTEREST. All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

45. MODIFICATION/WITHDRAWALS OF PROPOSALS. A Proposer may submit a modified Proposal to replace all or any portion of a previously submitted Proposal up until the Proposal due date and time. Modifications received after the Proposal due date and time will not be considered. Proposals shall be irrevocable until contract award unless withdrawn in writing prior to the Proposal due date, or after expiration of **120** calendar days from the opening of Proposals without a contract award. Letters of withdrawal received after the Proposal due date and before said expiration date, and letters of withdrawal received after contract award will not be considered.

47. EXCEPTIONS TO RFP. Proposers must clearly indicate any exceptions they wish to take to any of the terms in this RFP, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The City, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the City shall require the Proposer to comply with the particular term and/or condition of the RFP to which Proposer took exception to (as said term and/or condition was originally set forth on the RFP).

48. ACCEPTANCE OF GIFTS, FAVORS, SERVICES. Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City, for the purpose of influencing consideration of this Proposal. Pursuant to Sec. 2-449 of the City Code, no officer or employee of the City shall accept any gift, favor or service that might reasonably tend improperly to influence him in the discharge of his official duties.

49. SUPPLEMENTAL INFORMATION. City reserves the right to request supplemental information from Proposers at any time during the RFP solicitation process, unless otherwise noted herein.

50. ADDITIONAL SERVICES. Although this solicitation and resultant contract identifies specific goods, services or facilities ("items"), it is hereby agreed and understood that the City, through the approval of the Department and Procurement Directors (for additional items up to \$50,000) or the City Manager (for additional items greater than \$50,000), may require additional items to be added to the Contract which are required to complete the work. When additional items are required to be added to the Contract, awarded vendor(s), as applicable to the item being requested, under this contract may be invited to submit price quote(s) for these additional requirements. If these quote(s) are determined to be fair and reasonable, then the additional work will be awarded to the current contract vendor(s) that offers the lowest acceptable pricing. The additional items shall be added to this contract by through a Purchase Order (or Change Order if Purchase Order already exists). In some cases, the City may deem it necessary to add additional items through a formal amendment to the Contract, to be approved by the City Manager.

The City may determine to obtain price quotes for the additional items from other vendors in the event that fair and reasonable pricing is not obtained from the current contract vendors, or for other reasons at the City's discretion.

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SECTION 0300
PROPOSAL SUBMITTAL INSTRUCTIONS AND FORMAT

1. SEALED RESPONSES. One original Proposal (preferably in 3-ring binder) must be submitted in an opaque, sealed envelope or container on or before the due date established for the receipt of proposals. Additionally, ten (10) bound copies and two (2) electronic format (CD or USB format) proposals are to be submitted. The following information should be clearly marked on the face of the envelope or container in which the proposal is submitted: solicitation number, solicitation title, Proposer name, Proposer return address. Proposals received electronically, either through email or facsimile, are not acceptable and will be rejected. **The file names of the provided Attachments are not to be changed.**

¹If you require a non-disclosure agreement to complete either the medical or pharmacy re-pricing exercises, please send to the City for consideration and execution.

²When submitting this re-pricing data to the City, please indicate whether it is private, confidential, and/or containing trade secrets as any non-disclosure agreement with the City's Consultant does not prevent a possible public records requests made to the City by a third-party. The City will make the final determination regarding any public records request.

2. LATE BIDS. Bid Proposals are to be received on or before the due date established herein for the receipt of Bids. Any Bid received after the deadline established for receipt of proposals will be considered late and not be accepted or will be returned to Proposer unopened. The City does not accept responsibility for any delays, natural or otherwise.

3. PROPOSAL FORMAT. In order to maintain comparability, facilitate the review process and assist the Evaluation Committee in review of proposals, it is strongly recommended that proposals be organized and tabbed in accordance with the sections and manner specified below. Hard copy submittal should be tabbed as enumerated below and contain a table of contents with page references. Electronic copies should also be tabbed and contain a table of contents with page references. Proposals that do not include the required information will be deemed non-responsive and will not be considered.

TAB 1	Cover Letter & Minimum Qualifications Requirements
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1.1 Cover Letter and Table of Contents. The cover letter must indicate Proposer and Proposer Primary Contact for the purposes of this solicitation.

1.2 Proposal Certification, Questionnaire & Requirements Affidavit (Appendix A). Attach Appendix A fully completed and executed.

1.3 Minimum Qualifications Requirements. Submit verifiable information documenting compliance with the minimum qualifications requirements established in Appendix C, Minimum Requirements and Specifications.

TAB 2	Experience & Qualifications
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2.1 Qualifications of Proposing Firm. Submit detailed information regarding the firm's history and relevant experience and proven track record of providing the scope of services similar as identified in this solicitation, including experience in providing similar scope of services to public sector agencies. For each project that the Proposer submits as evidence of similar experience, the following is required: project description, agency name, agency contact, contact telephone & email, and year(s) and term of engagement.

2.2 Qualifications of Proposer Team. Provide an organizational chart of all personnel and consultants to be used for this project if awarded, the role that each team member will play in providing the services detailed herein and each team members' qualifications. A resume of each individual, including education, experience, and any other pertinent information, shall be included for each Proposal team member to be assigned to this contract.

2.3 Financial Capacity. Each Proposer shall arrange for Dun & Bradstreet to submit a Supplier Qualification Report (SQR) directly to the Procurement Contact named herein. No proposal will be considered without receipt, by the City, of the SQR directly from Dun & Bradstreet. The cost of the preparation of the SQR shall be the responsibility of the Proposer. The Proposer shall request the SQR report from D&B at:



<https://supplierportal.dnb.com/webapp/wcs/stores/servlet/SupplierPortal?storeId=11696>

Proposers are responsible for the accuracy of the information contained in its SQR. It is highly recommended that each Proposer review the information contained in its SQR for accuracy prior to submittal to the City and as early as possible in the solicitation process. For assistance with any portion of the SQR submittal process, contact Dun & Bradstreet at 800-424-2495.

TAB 3 Scope of Services Proposed

Submit detailed information addressing how Proposer will achieve each portion of the scope of services and technical requirements outlined in Appendix C, Minimum Requirements and Specifications. Complete all requested Appendices and Attachments in written form, as well as in the electronic format that they are released (Word, Excel, PDF, etc....).

Responses shall be in sufficient detail and include supporting documentation, as applicable, which will allow the Evaluation Committee to complete a full review and score the proposed scope of services.

TAB 4 Approach and Methodology

Submit detailed information on how Proposer plans to accomplish the required scope of services, including detailed information, as applicable, which addresses, but need not be limited to: implementation plan, project timeline, and phasing options, options for assuring project is implemented on time and within budget.

TAB 5 Cost Proposal

Submit a completed Cost Proposal Form (Appendix E) and the electronic version, Attachment I – Fee Proposal.

Note: After proposal submittal, the City reserves the right to require additional information from Proposers (or Proposer team members or sub-consultants) to determine: qualifications (including, but not limited to, litigation history, regulatory action, or additional references); and financial capability (including, but not limited to, annual reviewed/audited financial statements with the auditors notes for each of their last two complete fiscal years).

SECTION 0400
PROPOSAL EVALUATION

1. Evaluation Committee. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each Proposal in accordance with the requirements set forth in the solicitation. If further information is desired, Proposers may be requested to make additional written submissions of a clarifying nature or oral presentations to the Evaluation Committee. The evaluation of proposals will proceed in a two-step process as noted below. It is important to note that the Evaluation Committee will score the qualitative portions of the proposals only. The Evaluation Committee does not make an award recommendation to the City Manager. The results of Step 1 & Step 2 Evaluations will be forwarded to the City Manager who will utilize the results to make a recommendation to the City Commission. In the event that only one responsive proposal is received, the City Manager, after determination that the sole responsive proposal materially meets the requirements of the RFP, may, without an evaluation committee, recommend to the City Commission that the Administration enter into negotiations.

2. Step 1 Evaluation. The first step will consist of the qualitative criteria listed below to be considered by the Evaluation Committee. The second step will consist of quantitative criteria established below to be added to the Evaluation Committee results by the Procurement Department. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each Proposal in accordance with the qualifications criteria established below for Step 1, Qualitative Criteria. In doing so, the Evaluation Committee may review and score all proposals received, with or without conducting interview sessions.

Step 1 - Qualitative Criteria	Maximum Points
Proposer Experience and Qualifications, including Financial Capability	35
Scope of Services Proposed	35
Approach and Methodology	15
TOTAL AVAILABLE STEP 1 POINTS	

3. Step 2 Evaluation. Following the results of Step 1 Evaluation of qualitative criteria, the Proposers may receive additional quantitative criteria points to be added by the Procurement Department to those points earned in Step 1, as follows.

Step 2 - Quantitative Criteria	
Cost Proposal	15
Veterans Preference	5
TOTAL AVAILABLE STEP 2 POINTS	

4. Cost Proposal Evaluation. The cost proposal points shall be developed in accordance with the formula below. However, since this RFP considers both bundled and standalone services, the City reserves the right to review and score the cost proposals for each service independently.

Sample Objective Formula for Cost				
Vendor	Vendor Cost Proposal	Example Maximum Allowable Points (Points noted are for illustrative purposes only. Actual points are noted above.)	Formula for Calculating Points (lowest cost / cost of proposal being evaluated X maximum allowable points = awarded points) Round to	Total Points Awarded
Vendor A	\$100.00	20	$\$100 / \$100 \times 20 = 20$	20
Vendor B	\$150.00	20	$\$100 / \$150 \times 20 = 13$	13
Vendor C	\$200.00	20	$\$100 / \$200 \times 20 = 10$	10

5. Determination of Final Ranking. At the conclusion of the Evaluation Committee Step 1 scoring, Step 2 Points will be added to each evaluation committee member's scores by the Procurement Department. Step 1 and 2 scores will be converted to rankings in accordance with the example below:

		Proposer A	Proposer B	Proposer C
Committee Member 1	Step 1 Points	82	76	80
	Step 2 Points	22	15	12
	Total	104	91	92
	Rank	1	3	2
Committee Member 2	Step 1 Points	79	85	72
	Step 2 Points	22	15	12
	Total	101	100	84
	Rank	1	2	3
Committee Member 2	Step 1 Points	80	74	66
	Step 2 Points	22	15	12
	Total	102	89	78
	Rank	1	2	3
Low Aggregate Score		3	7	8
Final Ranking*		1	2	3

* Final Ranking is presented to the City Manager for further due diligence and recommendation to the City Commission. Final Ranking does not constitute an award recommendation until such time as the City Manager has made his recommendation to the City Commission, which may be different than final ranking results.

APPENDIX A



MIAMI BEACH

Proposal Certification, Questionnaire & Requirements Affidavit

Health Plan Services and Benefits to the City of Miami
Beach Active Employees, Dependents, Pre-65 Retirees,
and Post-65 Retirees

2016-086-WG

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

Solicitation No: 2016-086-WG	Solicitation Title: Health Plan Services and Benefits to the City of Miami Beach Active Employees, Dependents, Pre-65 Retirees, and Post-65 Retirees	
Procurement Contact: William Garviso, CPPB	Tel: 305-673-7000 # 6650	Email: williamgarviso@miamibeachfl.gov

PROPOSAL CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS AFFIDAVIT

Purpose: The purpose of this Proposal Certification, Questionnaire and Requirements Affidavit Form is to inform prospective Proposers of certain solicitation and contractual requirements, and to collect necessary information from Proposers in order that certain portions of responsiveness, responsibility and other determining factors and compliance with requirements may be evaluated. **This Proposal Certification, Questionnaire and Requirements Affidavit Form is a REQUIRED FORM that must be submitted fully completed and executed.**

General Proposer Information.

FIRM NAME:		
No of Years in Business:	No of Years in Business Locally:	No of Employees:
OTHER NAME(S) PROPOSER HAS OPERATED UNDER IN THE LAST 10 YEARS:		
FIRM PRIMARY ADDRESS (HEADQUARTERS):		
CITY:		
STATE:	ZIP CODE:	
TELEPHONE NO.:		
TOLL FREE NO.:		
FAX NO.:		
FIRM LOCAL ADDRESS:		
CITY:		
STATE:	ZIP CODE:	
PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT:		
ACCOUNT REP TELEPHONE NO.:		
ACCOUNT REP TOLL FREE NO.:		
ACCOUNT REP EMAIL:		
FEDERAL TAX IDENTIFICATION NO.:		

The City reserves the right to seek additional information from Proposer or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the Proposer to perform in accordance with contract requirements.

1. **Veteran Owned Business.** Is Proposer claiming a veteran owned business status?

☐ YES ☐ NO

SUBMITTAL REQUIREMENT: Proposers claiming veteran owned business status shall submit a documentation proving that firm is certified as a veteran-owned business or a service-disabled veteran owned business by the State of Florida or United States federal government, as required pursuant to ordinance 2011-3748.

2. **Conflict Of Interest.** All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

SUBMITTAL REQUIREMENT: Proposers must disclose the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Proposers must also disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates

3. **References & Past Performance.** Proposer shall submit at least three (3) references for whom the Proposer has completed work similar in size and nature as the work referenced in solicitation.

SUBMITTAL REQUIREMENT: For each reference submitted, the following information is required: 1) Firm Name, 2) Contact Individual Name & Title, 3) Address, 4) Telephone, 5) Contact's Email and 6) Narrative on Scope of Services Provided.

4. **Suspension, Debarment or Contract Cancellation.** Has Proposer ever been debarred, suspended or other legal violation, or had a contract cancelled due to non-performance by any public sector agency?

☐ YES ☐ NO

SUBMITTAL REQUIREMENT: If answer to above is "YES," Proposer shall submit a statement detailing the reasons that led to action(s).

5. **Vendor Campaign Contributions.** Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their Proposals, in the event of such non-compliance.

SUBMITTAL REQUIREMENT: Submit the names of all individuals or entities (including your sub-consultants) with a controlling financial interest as defined in solicitation. For each individual or entity with a controlling financial interest indicate whether or not each individual or entity has contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach.

6. **Code of Business Ethics.** Pursuant to City Resolution No.2000-23879, each person or entity that seeks to do business with the City shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Department with its proposal/response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

SUBMITTAL REQUIREMENT: Proposer shall submit firm's Code of Business Ethics. In lieu of submitting Code of Business Ethics, Proposer may submit a statement indicating that it will adopt, as required in the ordinance, the City of Miami Beach Code of Ethics, available at www.miamibeachfl.gov/procurement/.

7. **Living Wage.** Pursuant to Section 2-408 of the Miami Beach City Code, as same may be amended from time to time, Proposers shall be required to pay all employees who provide services pursuant to this Agreement, the hourly living wage rates listed below:

- Commencing with City fiscal year 2012-13 (October 1, 2012), the hourly living rate will be \$11.28/hr with health benefits, and \$12.92/hr without benefits.

The living wage rate and health care benefits rate may, by Resolution of the City Commission be indexed annually for inflation using the Consumer Price Index for all Urban Consumers (CPI-U) Miami/Ft. Lauderdale, issued by the U.S. Department of Labor's Bureau of Labor Statistics. Notwithstanding the preceding, no annual index shall exceed three percent (3%). The City may also, by resolution, elect not to index the living wage rate in any particular year, if it determines it would not be fiscally sound to implement same (in a particular year).

Proposers' failure to comply with this provision shall be deemed a material breach under this proposal, under which the City may, at its sole option, immediately deem said Proposer as non-responsive, and may further subject Proposer to additional penalties and fines, as provided in the City's Living Wage Ordinance, as amended. Further information on the Living Wage requirement is available at www.miamibeachfl.gov/procurement/.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees to the living wage requirement.

8. **Equal Benefits for Employees with Spouses and Employees with Domestic Partners.** When awarding competitively solicited contracts valued at over \$100,000 whose contractors maintain 51 or more full time employees on their payrolls during 20 or more calendar work weeks, the Equal Benefits for Domestic Partners Ordinance 2005-3494 requires certain contractors doing business with the City of Miami Beach, who are awarded a contract pursuant to competitive proposals, to provide "Equal Benefits" to their employees with domestic partners, as they provide to employees with spouses. The Ordinance applies to all employees of a Contractor who work within the City limits of the City of Miami Beach, Florida; and the Contractor's employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

- A. Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?
☐ YES ☐ NO
- B. Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners* or to domestic partners of employees?
☐ YES ☐ NO
- C. Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

BENEFIT	Firm Provides for Employees with Spouses	Firm Provides for Employees with Domestic Partners	Firm does not Provide Benefit
Health			
Sick Leave			
Family Medical Leave			
Bereavement Leave			

If Proposer cannot offer a benefit to domestic partners because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent and submit a completed Reasonable Measures Application (attached) with all necessary documentation. Your Reasonable Measures Application will be reviewed for consideration by the City Manager, or his designee. Approval is not guaranteed and the City Manager's decision is final. Further information on the Equal Benefits requirement is available at www.miamibeachfl.gov/procurement/.

9. **Public Entity Crimes.** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees with the requirements of Section 287.133, Florida Statutes, and certifies it has not been placed on convicted vendor list.

10. **Acknowledgement of Addendum.** After issuance of solicitation, the City may release one or more addendum to the solicitation which may provide additional information to Proposers or alter solicitation requirements. The City will strive to reach every Proposer having received solicitation through the City's e-procurement system, PublicPurchase.com. However, Proposers are solely responsible for assuring they have received any and all addendum issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the Proposer has received all addendum released by the City pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addendum may result in proposal disqualification.

Initial to Confirm Receipt		Initial to Confirm Receipt		Initial to Confirm Receipt	
	Addendum 1		Addendum 6		Addendum 11
	Addendum 2		Addendum 7		Addendum 12
	Addendum 3		Addendum 8		Addendum 13
	Addendum 4		Addendum 9		Addendum 14
	Addendum 5		Addendum 10		Addendum 15

If additional confirmation of addendum is required, submit under separate cover.

DISCLOSURE AND DISCLAIMER SECTION

The solicitation referenced herein is being furnished to the recipient by the City of Miami Beach (the "City") for the recipient's convenience. Any action taken by the City in response to Proposals made pursuant to this solicitation, or in making any award, or in failing or refusing to make any award pursuant to such Proposals, or in cancelling awards, or in withdrawing or cancelling this solicitation, either before or after issuance of an award, shall be without any liability or obligation on the part of the City.

In its sole discretion, the City may withdraw the solicitation either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the solicitation, as it deems appropriate and in its best interest. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting Proposals in response to this solicitation.

Following submission of a Bid or Proposal, the applicant agrees to deliver such further details, information and assurances, including financial and disclosure data, relating to the Proposal and the applicant including, without limitation, the applicant's affiliates, officers, directors, shareholders, partners and employees, as requested by the City in its discretion.

The information contained herein is provided solely for the convenience of prospective Proposers. It is the responsibility of the recipient to assure itself that information contained herein is accurate and complete. The City does not provide any assurances as to the accuracy of any information in this solicitation.

Any reliance on these contents, or on any permitted communications with City officials, shall be at the recipient's own risk. Proposers should rely exclusively on their own investigations, interpretations, and analyses. The solicitation is being provided by the City without any warranty or representation, express or implied, as to its content, its accuracy, or its completeness. No warranty or representation is made by the City or its agents that any Proposal conforming to these requirements will be selected for consideration, negotiation, or approval.

The City shall have no obligation or liability with respect to this solicitation, the selection and the award process, or whether any award will be made. Any recipient of this solicitation who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer, is totally relying on this Disclosure and Disclaimer, and agrees to be bound by the terms hereof. Any Proposals submitted to the City pursuant to this solicitation are submitted at the sole risk and responsibility of the party submitting such Proposal.

This solicitation is made subject to correction of errors, omissions, or withdrawal from the market without notice. Information is for guidance only, and does not constitute all or any part of an agreement.

The City and all Proposers will be bound only as, if and when a Proposal (or Proposals), as same may be modified, and the applicable definitive agreements pertaining thereto, are approved and executed by the parties, and then only pursuant to the terms of the definitive agreements executed among the parties. Any response to this solicitation may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.

The City is governed by the Government-in-the-Sunshine Law, and all Proposals and supporting documents shall be subject to disclosure as required by such law. All Proposals shall be submitted in sealed proposal form and shall remain confidential to the extent permitted by Florida Statutes, until the date and time selected for opening the responses.

Proposers are expected to make all disclosures and declarations as requested in this solicitation. By submission of a Proposal, the Proposer acknowledges and agrees that the City has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the Proposal, and authorizes the release to the City of any and all information sought in such inquiry or investigation. Each Proposer certifies that the information contained in the Proposal is true, accurate and complete, to the best of its knowledge, information, and belief.

Notwithstanding the foregoing or anything contained in the solicitation, all Proposers agree that in the event of a final unappealable judgment by a court of competent jurisdiction which imposes on the City any liability arising out of this solicitation, or any response thereto, or any action or inaction by the City with respect thereto, such liability shall be limited to \$10,000.00 as agreed-upon and liquidated damages. The previous sentence, however, shall not be construed to circumvent any of the other provisions of this Disclosure and Disclaimer which imposes no liability on the City.

In the event of any differences in language between this Disclosure and Disclaimer and the balance of the solicitation, it is understood that the provisions of this Disclosure and Disclaimer shall always govern. The solicitation and any disputes arising from the solicitation shall be governed by and construed in accordance with the laws of the State of Florida.

PROPOSER CERTIFICATION

I hereby certify that: I, as an authorized agent of the Proposer, am submitting the following information as my firm's proposal; Proposer agrees to complete and unconditional acceptance of the terms and conditions of this document, inclusive of this solicitation, all attachments, exhibits and appendices and the contents of any Addenda released hereto, and the Disclosure and Disclaimer Statement; Proposer agrees to be bound to any and all specifications, terms and conditions contained in the solicitation, and any released Addenda and understand that the following are requirements of this solicitation and failure to comply will result in disqualification of proposal submitted; Proposer has not divulged, discussed, or compared the proposal with other Proposers and has not colluded with any other Proposer or party to any other proposal; Proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal, inclusive of the Proposal Certification, Questionnaire and Requirements Affidavit are true and accurate.

Name of Proposer's Authorized Representative:	Title of Proposer's Authorized Representative:
Signature of Proposer's Authorized Representative:	Date:

State of _____) On this ____ day of _____, 20__, personally
) appeared before me _____ who
County of _____) stated that (s)he is the _____
of _____, a corporation, and that the instrument was signed in behalf of
the said corporation by authority of its board of directors and acknowledged said
instrument to be its voluntary act and deed. Before me:

Notary Public for the State of _____
My Commission Expires: _____

APPENDIX B



MIAMI BEACH

“No Bid” Form

Health Plan Services and Benefits to the City of Miami Beach Active Employees, Dependents, Pre-65 Retirees, and Post-65 Retirees

2016-086-WG

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

Note: It is important for those vendors who have received notification of this solicitation but have decided not to respond, to complete and submit the attached “Statement of No Bid.” The “Statement of No Bid” provides the City with information on how to improve the solicitation process. Failure to submit a “Statement of No Bid” may result in not being notified of future solicitations by the City.

Statement of No Bid

WE HAVE ELECTED NOT TO SUBMIT A PROPOSAL AT THIS TIME FOR REASON(S) CHECKED AND/OR INDICATED BELOW:

☐ Workload does not allow us to proposal

☐ Insufficient time to respond

☐ Specifications unclear or too restrictive

☐ Unable to meet specifications

☐ Unable to meet service requirements

☐ Unable to meet insurance requirements

☐ Do not offer this product/service

☐ OTHER. (Please specify)

We do ☐ do not ☐ want to be retained on your mailing list for future proposals of this type product and/or service.

Signature: _____

Title: _____

Legal Company Name: _____

Note: Failure to respond, either by submitting a proposal or this completed form, may result in your company being removed from our vendors list.

PLEASE RETURN TO:

CITY OF MIAMI BEACH
PROCUREMENT DEPARTMENT
ATTN: **William Garviso, CPPB**
PROPOSAL #2016-086-WG
1755 Meridian Avenue, 3rd Floor
MIAMI BEACH, FL 33139

APPENDIX C



MIAMI BEACH

Minimum Requirements & Specifications

Health Plan Services and Benefits to the City of Miami
Beach Active Employees, Dependents, Pre-65 Retirees,
and Post-65 Retirees

2016-086-WG

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

C1. Minimum Eligibility Requirements. The Minimum Eligibility Requirements for this solicitation are listed below. Proposer shall submit, with its proposal, the required submittal(s) documenting compliance with each minimum requirement. Proposers that fail to include the required submittals with its proposal or fail to comply with minimum requirements shall be deemed non-responsive and shall not have its proposal considered.

1. Bidder shall have a minimum of five years' experience providing group health plan services or similar services to City, County, or other local governmental organizations or public entities.

Required Submittals: Three (3) client references including name, contact information including address/telephone/email, length of services provided, and the actual services provided to the client.

2. Bidder or any Principal of the Bidder shall not have been party to any bankruptcy proceeding within the last five (5) years.

Required Submittals: Current D&B Report or alternate method of proving solvency within the last five (5) years.

3. If doing business as an insurance company in the State of Florida and you are responding to any aspect of this RFP that requires an insurance company service, please provide proof that your application to do business as an insurance company was submitted to the Florida Office of Insurance Regulation and approval was granted. Please include the types of insurance you have the authority to underwrite and that your authority is current (has not expired).

Required Submittals: Current insurance business license, proof of approval and that underwriting authority is current from the FLOIR

C2. Statement of Work Required and Scope of Services.

Employer Background

Carrier / Administrator History:	Humana and AvMed are the City's medical PPO, POS and HMO carriers. The City went self-funded January 1, 2009. Utilization review, case management and disease management services are also provided under each of the plans by Humana and AvMed. AvMed was offered as an alternative option to employees and retirees effective March 1, 2015 due to lost access to the Baptist Network under the Humana administered medical plans. Enrollment by carrier is illustrated in the Demographics section of Appendix C.
Plan Year / Effective Date History:	The City's health plan has traditionally been administered on a calendar year basis. This changed effective October 1, 2014 when the City's health plan converted to coincide with the fiscal year. This was done on a passive basis with a following short plan year from January 1, 2015 – September 30, 2015. An active open enrollment process took place effective October 1, 2015 and future subsequent renewal effective dates will be on October 1.
Current Pharmacy Services:	The retail and mail-order prescription drug programs have been administered by Humana since the City went self-funded January 1, 2009. With the addition of AvMed as a self-funded medical carrier, prescription drug programs are administered by Humana and AvMed for their respective health plan enrollees.
Reinsurance	The City's current reinsurer is Symetra. Symetra has provided reinsurance services to the City since January 1, 2009.
Employee Assistance Plan (EAP)	EAP services are provided by Humana via LifeSynch. Humana has provided EAP services since January 1, 2009.
Consultant Information	The City completed a Consultant selection process and has appointed Gallagher Benefit Services, Inc. as the exclusive City Consultant. All Medical Administrative Fee proposals must contain commissions payable to Gallagher Benefit Services, Inc. in the amount of \$10.00 per Employee/Retiree per Month, not to exceed \$180,000 annually. If an individual agent or agency chooses to respond to any portion of this RFP, the City prefers not to incur any additional, compensatory expense.

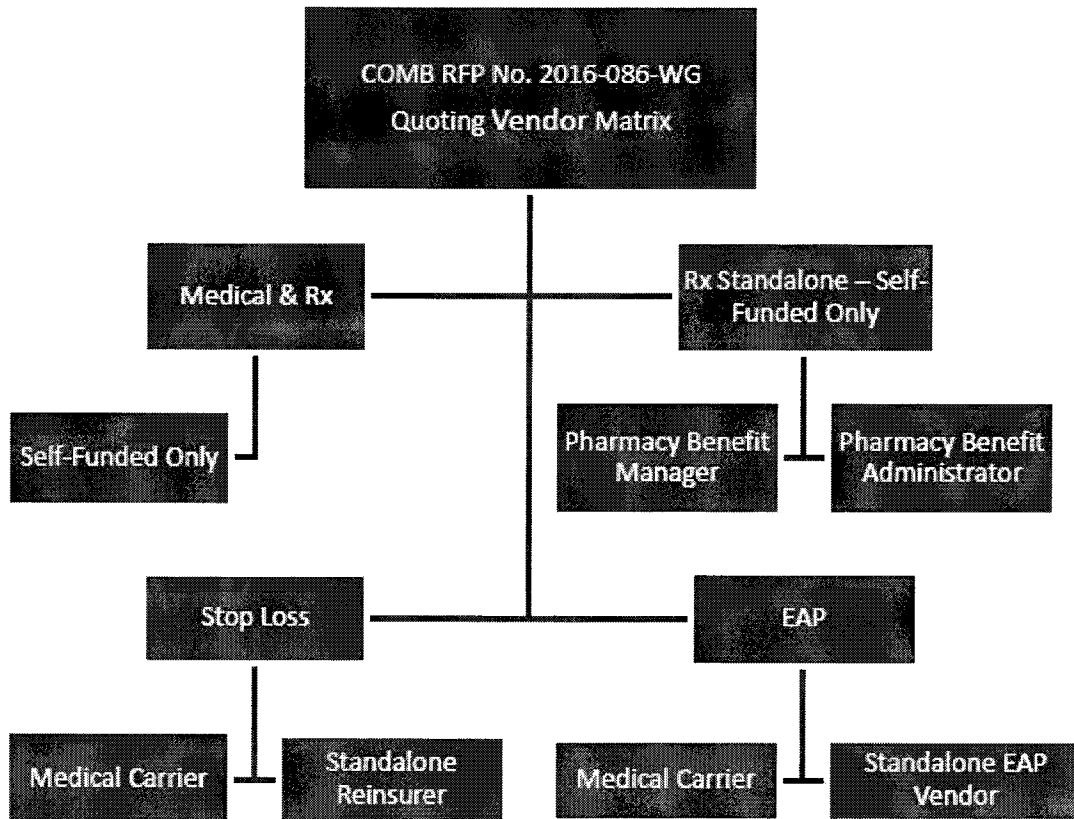
Quoting Vendor Matrix

Please see Attachment M, the Quoting Vendor Matrix, which outlines the services requested as part of this RFP process in greater detail. It is copied below as well.



MIAMIBEACH

Appendix M



Medical Administrative Services (ASO)

Intent

The intent of this RFP is to solicit self-funded quotes for the City's health plan covering employees, retirees, and their dependents **effective October 1, 2016**. Further, pharmacy benefit management / administration services are also being requested. Responses from medical plan administrators should include pharmacy services. However, standalone Pharmacy Benefit Managers ("PBM") and Pharmacy Benefit Administrators ("PBA") will be considered and are encouraged to respond to the pharmacy services portion of this RFP. Reinsurance and EAP services are also being marketed as part of this solicitation. Medical plan administrators are encouraged to provide a reinsurance and EAP quote as part of their self-funded proposals. However, standalone reinsurers and EAP providers will be considered and are encouraged to respond to these portions of this RFP as well.

Request for Proposal

The City requests responses for the following health plan services:

- A. Self-funded administrative services proposals with the duplication of the current SBC's/SPD's (Summary of Benefits Coverage/ Summary Plan Description) included in Attachments A1 – A20 is requested. The City's intent is to select one medical carrier to administer medical plan services but reserves the right to select one or more carriers as is currently the case within the health plan. Please quote these plan designs with the best provider network match to Humana and AvMed's existing networks:
 - 1. Standard HMO
 - 2. Premium HMO
 - 3. Standard PPO (Standard POS for AvMed)
 - 4. Premium PPO (Premium POS for AvMed)
 - 5. POS (Basic POS for AvMed)
 - 6. **Please follow the instructions carefully in the Medical ASO services section when responding to this RFP.**
- B. Self-funded administrative services proposals for prescription drug coverage from both medical carriers and standalone PBM's / PBA's.
 - 1. The City's intent is to select one PBM / PBA to administer pharmacy benefit services to its health plan participants.
 - 2. This service may be chosen to be provided through the medical carrier selected through this RFP process or from a standalone vendor.
 - 3. **Please follow the instructions carefully in the Pharmacy Proposal services section when responding to this RFP.**
- C. Reinsurance or stop loss coverage proposals from both medical carriers and standalone reinsurers.
 - 1. Please quote the exact terms and conditions as outlined in the Symetra contract and renewal document.
 - 2. The contract should cover claims on a Paid in 12 month basis from October 1, 2016 – September 30, 2017 with a stop loss deductible of \$230,000, aggregate reinsurance, and the associated attachment factors.
 - 3. **Please follow the instructions carefully in the Reinsurance services section when responding to this RFP.**

D. EAP services proposals from both medical carriers and standalone EAP vendors.

Demographics

Please see the following subscriber count information which can also be found within the Census in Attachment E. Please use this information when developing your proposals for medical, pharmacy, reinsurance, and/or EAP services.

Subscriber Count		Carrier		
Plan Election	AvMed	Humana	Waived or WP	Grand Total
Standard HMO	433	602		1035
Standard HMO - Pre-Medicare	22	151		173
Premium HMO	5	10		15
Premium HMO - Pre-Medicare		22		22
Premium HMO - Pre-Medicare & Medicare		1		1
Standard PPO	2	12		14
Standard PPO - Pre-Medicare	5	7		12
Standard PPO - Medicare	5	96		101
Standard PPO - Medicare & Pre-Medicare		11		11
Standard PPO - Medicare & Pre-Medicare Deps		1		1
Premium PPO	7	7		14
Premium PPO - Medicare		107		107
Premium PPO - Pre-Medicare	3	3		6
Premium PPO - Pre-Medicare & Medicare		1		1
Premium PPO - Medicare & Pre-Medicare		1		1
Premium PPO - Medicare & Pre-Medicare Deps		1		1
POS - Pre-Medicare		5		5
POS - Medicare	1	10		11
POS - 1 Medicare & 1 Pre-Medicare		1		1
No coverage			204	204
Grand Total	483	1049	204	1736

Subscriber Count		Carrier		
Status	AvMed	Humana	Waived or WP	Grand Total
Active	447	631	204	1282
Retiree	36	418		454
Grand Total	483	1049	204	1736

Subscriber Count		Carrier		
Tier	AvMed	Humana	Waived or WP	Grand Total
Single	294	660		954
Family	189	389		578
n/a			204	204
Grand Total	483	1049	204	1736

GeoAccess Reports

A medical census has been provided in Attachment E for purposes of running GeoAccess reports. **Please note – the census has the “County, State” already populated and includes zip codes. The zip codes should be used to produce the GeoAccess report. However, the report must aggregate this data by County.** Attachment B, GeoAccess Reports, has been provided with the census data per County already populated. There are separate tabs for HMO and PPO/POS summaries - please make sure that the GeoAccess reports are run both on your HMO and PPO/POS network. **Please return the file in Excel format** populating Column C (with the correct network data – HMO or PPO/POS) for the number of eligible employees that have access to:

- 2 Primary Care Physicians within 10 Miles
- 2 Pediatricians within 10 Miles
- 2 Obstetricians and/or Gynecologists within 10 Miles
- 2 Specialists within 10 Miles
- 2 Hospitals within 15 Miles

After populating Column C with employees/retirees that have access, please enter into Column E what the average distance (miles) would be to five (5) providers for employees/retirees that have access. Do not enter average distance (miles) for all eligible employees. Only those with access.

Please see the example below. Columns C and E are in yellow. The County, Eligible Employees and the Percentage with Access are pre-populated and/or formula driven. **Please pay careful attention to the instructions below and in the Attachment B, GeoAccess reports. Also, please submit the actual GeoAccess Reports used to populate the results in Attachment B as part of your RFP response both in hardcopy and electronically.**

Geo Access Report

Please populate with Employees WITH Access using your HMO Network

Enter the number of employees with the requested access in Column C and the Average # of Miles to 5 Providers for those employees with the requested access in Column E

Please use the 25th County as a catch-all for the Remainder of the Group as listed below

Full GeoAccess reports by County should also be submitted as part of your proposal

Primary Care Physicians				
County - HMO	Eligible Employees	2 Providers within 10 Miles Employees with Access		Average # Miles to 5 Providers
Miami-Dade County, FL	1,299	1,152	88.7%	13.2
Broward County, FL	285	277	97.2%	14.1
Palm Beach County, FL	22	14	63.6%	11.7
Brevard County, FL	7	2	28.6%	8.4
Marion County, FL	7	1	14.3%	5.6
Highlands County, FL	7	1	14.3%	4.4

Disruption

The top providers for the City's health plan have been provided in **Attachments F1 (Humana) and F2 (AvMed)** for both the HMO and PPO/POS networks. The top 100 HMO providers and the top 50 PPO/POS providers are included in each file. Both the Tax ID Number and the provider's name / organization have been provided with this data. As part of your response, please indicate for each provider whether they are an in-network or out-of-network provider. For the HMO providers, please respond based upon your HMO network. For the PPO/POS providers, please respond based upon your PPO/POS network(s). **These files (Attachment F1 & F2) must be returned in Excel format with the data (INN/OON) for each provider for each network (HMO or PPO/POS) with your proposal. Please note – indicating INN for an HMO provider in which you only have a PPO contract could result in your proposal being disqualified.**

The Fee Proposal

Included in the Attachments is the **Fee Proposal, Attachment I**. There are separate worksheets for Medical ASO Services, Reinsurance / Stop Loss Quotes, a Pharmacy Services Checklist (financials will come from Attachment L's), and the EAP plan. Please complete the appropriate sections and submit this file back in Excel format as part of your electronic submission. Also, it is very important that **Appendix E: Cost Proposal**, located within this document, is completed, affixed with signature, and submitted as part of your RFP response. This should include the same information as submitted in **Attachment I – Fee Proposal in Excel**. **Failure to do so may result in the disqualification of your proposal.** The City requests a three (3) year rate guarantee with two (2) one (1) year renewals as part of your Medical ASO proposal.

Onsite Representative / Concierge Services

The City wishes to have the selected medical carrier provide an onsite, full-time Claims & Eligibility Resolution Specialist. Please include the cost of this full-time Specialist in the self-funded administrative section within **Attachment I, the Fee Proposal** as an annual amount to include all applicable costs of providing this Specialist who will remain a W-2 employee of the selected medical carrier(s). Job duties would include but not be limited to assisting the City's employees and retirees with claim resolution issues, coverage questions, eligibility issues, and benefit explanations. In addition to this role, please include the cost for providing concierge services (as a PEPM) to assist with research/access to claim information, large claim accounting, account management, claim/appeal resolution, and any other service requests necessary to administer the health plan.

Medical Repricing

As part of the RFP process, **Attachments D1 (Humana) and D2 (AvMed)**, Medical Claims, have been provided for interested proposers to reprice medical claims under their current network arrangements. All interested proposers must reprice medical claims to provide an accurate comparison of data for analysis. For each claim, please indicate whether the provider is an in-network (par) or out-of-network (non-par) provider for your HMO and PPO/POS networks and list the allowed amount for your HMO and PPO/POS networks without consideration of member cost share / copays. Please indicate in your proposal whether you consider this information to be

confidential and/or proprietary, to be used only in an aggregate analysis, and/or whether you consider any Florida State Statutes applicable to this confidentiality (e.g. F.S. §812.081, F.S. §815.045). **These files (Attachments D1 & D2) must be submitted back in Excel format as part of your proposal. Failure to do so will limit the analysis that can take place during the Evaluation phase.**

CPT Codes

Please see **Attachment J: Physician Fee Schedule** and complete the small selection of CPT codes listing your average negotiated fee for HMO, PPO, and POS products, as applicable. **Attachment J must be submitted back in Excel format as part of your proposal.**

Current Rate Structure, Active Employee/Employer Contributions, and Plan Designs

The current self-funding premium equivalent rates and active employee / retiree contributions are illustrated in **Attachment H**. Also presented are the percentage employer / employee cost share of each plan and by tier. The City currently has a two (2) tier rating structure; employee only and family. The City currently has five (5) plans that are offered by Humana and AvMed, two (2) variations of a HMO, two (2) variations of a PPO, and a POS plan. These plans are identical, with very minor variations, when comparing Humana and AvMed. The network difference (Baptist) and prescription drug formularies are the two distinct differences between the plans. The current SBC's and all SPD's are included in **Attachments A1 – A20**. **All respondents should confirm that they can administer these plan designs without any deviation. The City is requesting NO change in benefit plan design as part of this RFP process.**

Medical Questionnaires

Please complete **Attachment G – RFP Questionnaire**. As part of your Medical ASO services response, the Traditional Health Plan and Self-Funded Questionnaire worksheets must be completed and submitted with your response. Please do not copy/paste lengthy, generalized answers to the questions but create responses that are specific to this RFP and to the point. If you would like to submit additional information that is not easily submitted in **Attachment G**, please include in your hardcopy RFP response. **Attachment G must be submitted back in Excel format as part of your proposal.**

Wellness

The City has recently entered into an agreement with HumanaVitality to provide Wellness program services. Please incorporate any interface and data transfer fees with HumanaVitality into your proposal as these services will continue to be provided regardless of the results of this solicitation. These interface fees, if any, can be listed in **Attachment I – Fee Proposal**.

Reinsurance

Current Reinsurance Program

Individual and aggregate stop loss coverages are purchased for the City's self-funded health plan. Symetra is the current reinsurance carrier. From October 1, 2015 – September 30, 2016 the individual stop loss deductible is \$230,000 and the aggregate attachment factor is \$1,183.60 per subscriber per month which includes a 20% corridor.

Request

As part of your self-funded response, please provide a stop loss reinsurance quote with an effective date of October 1, 2016. Please see the **Claims Experience in Attachment C** and the **Large Claimant Information in Attachments N1 (Humana) and N2 (AvMed)** in order to underwrite your response. Please match the contractual terms currently in place with Symetra. The City requests a PAID in 12 month contract. To be clear, the contract will cover claims incurred on or before September 30, 2017 with paid dates from October 1, 2016 to September 30, 2017. Both specific and aggregate reinsurance quotes are requested. If your proposal limits the specific reinsurance of claims (run-in) incurred with a date prior to October 1, 2016, please make this very clear in your proposal.

Questionnaire / Fee Proposal

Please complete the stop loss sections in **Attachment G – RFP Questionnaire** located in the Self-Funded worksheet and the stop loss financial exhibit in **Attachment I – Fee Proposal**. Also, it is very important that **Appendix E: Cost Proposal**, located within this document, is completed, affixed with signature, and submitted as part of your RFP response.

No deviation from the terms, conditions, exclusions, or limitations within the Symetra contract/renewal located in Attachments K1 and K2 are requested as part of this RFP. All Attachments (G & I) must be returned in the format they were released (Excel) as part of your electronic response.

Employee Assistance Program – EAP

Current EAP Program

The City currently provides an Employee Assistance Plan (EAP) with LifeSynch through Humana. The program is available to all full-time and part-time employees (approximately 1,730 employees), family members and anyone that cohabitates with employee/retiree. Current benefits are listed in **Attachment O2 – EAP Benefit**.

Request

The City is requesting proposers to bid on the current benefit of five (5) face-to-face visits. Both standalone programs and EAP programs incorporated within the medical benefit will be considered. In order to provide a response, please review the current EAP services provided in **Attachment O2 – EAP Benefit**. Please complete and submit **Attachment O1 – EAP Benefit Summary** indicating what services your financial quote includes.

Questionnaire / Fee Proposal

Please complete the EAP section in **Attachment G – RFP Questionnaire** located in the EAP Questionnaire worksheet and the EAP financial exhibit in **Attachment I – Fee Proposal**. Also, it is very important that **Appendix E: Cost Proposal**, located within this document, is completed, affixed with signature, and submitted as part of your RFP response. The City requests a three (3) year rate guarantee with two (2) one (1) year renewals.

All Attachments (O1, I & G) must be returned in the format they were released (Excel) as part of your electronic response.

Pharmacy Proposal Process and Instructions

All interested proposers must follow the following data submittals processes in order to be evaluated and considered responsive to the pharmacy services component of this RFP. As mentioned previously, medical carriers and standalone PBM / PBA vendors are encouraged to respond to this portion of the RFP. The following documents and submissions will be analyzed by Gallagher's Pharmacy practice. Please pay careful attention to the instructions.

Pharmacy - Basic Information and Confirmations

Please include the following information with your RFP submission. Failure to agree to any of the below requirements could limit the ability to analyze your response during the Rx RFP evaluation process. The responses below will be shared with the City. Also, please include **Attachment I – Fee Proposal, Rx Checklist**, and submit back electronically in Excel as well as complete the same Rx Checklist located in **Appendix E: Cost Proposal** of this document and affix with signature and submit.

Contact Information	PBM/Carrier Response
PBM/Carrier Name	
PBM/Carrier Contact Name for RFP	
PBM/Carrier Contact Details for RFP (Phone number and Email Address)	
Submission Requirements	PBM/Carrier Response
Contract to be provided <i>The contract language proposed for the City must be provided as part of your Rx RFP bid submission.. The sample contract MUST contain the contract language and definitions that are proposed to be implemented for the City.</i>	Agree/Disagree
MAC list with unit cost pricing to be provided with bid submission <i>The MAC list proposed for the City must be provided with the Rx RFP bid submission.</i>	Agree/Disagree
MAC list updates <i>PBM/Carrier agrees that any changes to the MAC list will be submitted to the City and Gallagher on a no less than quarterly basis.</i>	Agree/Disagree

Pharmacy – Instructions for PBM Vendor Offering Worksheet (Attachment L5)

1. Use the same file to fill in your answers for both the traditional and Pass Through plans if applicable. If you are only offering one of the model types just leave the other worksheet blank or state N/A.
2. Fill in all boxes in the work sheet; do not leave any box blank. If a box does not apply indicate N/A or "does not apply".
3. Do not change the format of the file - it must be sent in Microsoft Excel.
4. All fees should be indicated in dollars. Example 50 cents should be indicated as \$0.50
5. For the rebate answers please indicate if the rebate is per Rx or per brand Rx, do not use rebate-able Rx as we have no way of knowing what products are "rebateable" in your contracts. You can also submit as a PEPM or PMPM credit.

6. Rebates are to be guaranteed amounts - indicate either minimum or maximum where applicable (Traditional vs. 100% Pass Through).
7. Brand discounts are to be indicated as AWP- XX% guaranteed.
8. Please use post-AWP settlement AWP as your baseline. Do not use Pre-AWP settlement discounts.
9. **This is an all in bid.** Brands are brands and generics are generics and the discounts guarantee must indicate that. No reclassification of generics if SSG during the exclusivity period - they are to be counted as generic not brand. Same for MSG that are in short supply. They also must be included in the generic discount guarantee. This must be listed this way in the service contract.
10. Generics are to be indicated as AWP-XX%, do not list MAC and non MAC. The discounts are to be indicated as guaranteed discounts off AWP for all generic RX (total generic Rx count).
11. All average discount questions are to be answered with book of business averages for your commercial accounts (no Medicare or Medicaid).
12. The work sheet must be submitted as a Microsoft Excel spreadsheet and each box will need to have wrap around text so all answers can be seen in their entirety.
 - a. All comments are to be placed in the comments column - please do not list with your answer.
13. **Please read all the sections carefully. As the answers you provide will be expected to be included in the service contract.**
14. **An audit of guarantees will be done at the completion of each year of the term of the agreement failure to meet guarantees will require a dollar for dollar reimbursement to the payor.**

This is an "all in" bid. No reclassifications are allowed. So please read the worksheet carefully and be sure your responses meet our specifications. ZBC's are to be excluded in the generic discount guarantees. Any claim that has no cost to the payor will be excluded when calculating if the generic discount guarantees were met.

Pharmacy – Instructions for Rx Data File and Re-Pricing Summary Report (Attachment L4 & L6)

1. Use the **Rx Data File – Attachment L4** of prescription claims data provided to re-price claims
2. **Please note, there are separate worksheets for AvMed and Humana in Attachment L4. Please Re-Price each worksheet for each carrier and submit separately but also submit a combined Re-Pricing file with data from both vendors.**
3. **Following these same instructions, please complete a Re-Pricing Summary File - Attachment L6 for each carrier and submit separately but also submit a combined Re-Pricing Summary File – Attachment L6 with data from both vendors.**
4. Do not make any changes to the data when running your re-pricing analysis
 - a. All dates must remain the same
 - b. All NDC-11 must remain the same
 - c. All NABP#'s remain the same
 - d. Include all Rx's including compounded Rx's - ALL RX's
 - e. Be sure to include all ZBC's, usual and customary, and specialty drugs

5. Re-price the claims as if they would have run through your system if you had been the PBM for this client on the date of service
6. Rebates are not to be included in the adjudicated prices
 - a. Rebates are to be calculated for that Rx on that day as if you were the PBM for this client on that day.
 - b. Add the rebate totals at the bottom of the re-pricing summary report in the spaces indicated.
7. The re-pricing summary report MUST be filled out completely:
 - a. All information listed in the responding PBM Traditional and custom must be filled in completely.
 - b. If you are responding with a Pass Through also, fill out the PBM Pass Through table
 - c. If you are providing only a Pass Through be sure to label the Traditional table as "no bid submitted" or vice versa.
 - d. Please calculate the incumbent totals also.
8. **Rebates are to be added at the bottom of the tables as indicated.**
 - a. **Put the rebates generated in each area in the appropriate box and make sure they boxes total as indicated**
 - b. **If you are providing a Pass-Through Model, be sure you indicate the rebates for the Pass Through model also.**
9. All boxes MUST be filled in. If a vendor does not complete the tables in their entirety, that vendor may be removed or penalized in the evaluation process.
10. Each vendor should have available a **Re-Pricing Summary File - Attachment L6**.
11. Each vendor should review the **Re-Pricing Sample Report - Attachment L7** as this may answer some possible questions.
12. Each vendor must use the format in the **Re-Pricing Summary File - Attachment L6**. Please do not submit a different report format as that could cause disqualification or penalization during the evaluation process.
13. A full detail of the re-pricing must be submitted on a separate file. This will be used to verify your totals. The summary report should produce the same numbers as your detail report. Do not forget to send in the full detailed re-pricing file. It is a requirement of the RFP process. Failure to send in the full detailed re-pricing file could mean removal from the RFP bid process. **A unique ID number is assigned to each line of the claims data. You must not remove or change this column as it is used internally to match up claims.**
14. Be sure to have the name of the client and your company name (PBM vendor) on the form. Leave no fields blank – this could cause disqualification and/or penalization during the evaluation process.
15. Please indicate in your proposal whether you consider this information to be confidential and/or proprietary, to be used only in an aggregate analysis, and/or whether you consider any Florida State Statutes applicable to this confidentiality (e.g. F.S. §812.081, F.S. §815.045).

Pharmacy – Instructions for Top Drug List Submittals (Attachment L8)

1. There are three (3) worksheets to complete in **Attachment L8 – Trop Drug Submittals** as part of this process. The Top Retail by Cost, Top Mail by Cost, and Top Specialty by Cost.
2. The Top Retail Cost worksheet will have a list of Name of Drug, NDC-11 code, Strength

and dosage form. Please fill the table highlighted in yellow with the ingredient cost per day and ingredient cost per unit using your book of business numbers. Do not use your proposed costs. The average ingredient cost per day and average ingredient cost per unit for your entire book of commercial business are to be reported on the list. (No Medicaid, no Medicare). Do not use your Top 100; use the Top drugs on the list. If you do not have the exact NDC code, please substitute the drug that is the closest match.

3. The ingredient cost is the AWP minus discounts cost when claims are processed. The cost should not include taxes, dispensing fees or co-payments.
4. Repeat the process for the Top Mail by Cost worksheet and the Top Specialty by Cost products. Be sure that all three worksheets and all tables are completed.
5. Do not change the format of the file. The lists are to be submitted in the same Excel spreadsheet format with each of the fields listed above as a separate column as indicated on the download file.
6. All three (3) worksheets must be submitted.
7. Average cost per day is determined by total ingredient cost divided by days supply. Average cost per unit is determined by total ingredient cost divided by total units of use (tab, cap, ml, etc.).

Instructions for Formulary Disruption Submittal (Attachment L9)

1. Use the **Rx Claims Utilization file - Attachment L9** to determine Rx disruption.
2. Please include definition of maintenance medication.
3. Fill out each of the four tabs on the formulary disruption file:
 - a. Non-maintenance 2T to 3T
 - b. Maintenance 2T to 3T
 - c. Non-maintenance 3T to 2T
 - d. Maintenance 3T to 2T
4. Please fill out each tab completely indicating the alternative medication that would replace the disrupted medication.
5. Please indicate number of Rx's and number of members impacted as indicated.
6. If member ID number is not available, just complete the Rx number.
7. Rank from largest to smallest number of Rx's disrupted.
8. 2T means second tier which are preferred products.
9. 3T means third tier which are non-preferred or non-formulary products.

Instructions for MAC List Submittal (sample in Attachment L10)

1. Please submit your most recent MAC list and indicate date. Use the sample in **Attachment L10 – Sample MAC List** to submit in the format requested.
2. Indicate if the MAC list is for Retail or Mail or Both.
3. Please submit the MAC list that will be used for this client if you have multiple MAC lists.
4. If you have a separate MAC for retail and mail please submit both.
5. MAC list is to be submitted as an Excel spreadsheet.
6. Please list 14 digit GPI code, Name of Drug and MAC price/unit.
7. **Unit price per MAC drug listed is required. Must have Unit price.**
8. The list should be sorted by ascending GPI code.
9. The MAC list must be your full MAC list and not just the top 100. Must list all drugs that are

- under a MAC categorization at the time you submit the list
10. The list must not be protected. We must be able to merge and move cells for our analysis.
 11. Please indicate in your proposal whether you consider this information to be confidential and/or proprietary, to be used only in an aggregate analysis, and/or whether you consider any Florida State Statutes applicable to this confidentiality (e.g. F.S. §812.081, F.S. §815.045).

Instructions for Specialty List Submittal (sample in Attachment L11)

1. Please submit your most recent specialty drug list and indicate date.
2. Please submit the specialty list that will be used for this client and if you have multiple specialty lists based on open or exclusive/closed network, please submit pricing for each option. The **Specialty List Sample - Attachment L11** is the format to be used when submitting your specialty lists and pricing. Please note, the drugs in this list are just samples – please submit your own specialty lists in this format.
3. Specialty list is to be submitted as an Excel spreadsheet
4. Please list 11 digit NDC, Name of Drug, Strength, and Discount
5. The list should be sorted by ascending NDC code.

Instructions for PBM RFP Questionnaire

1. Do not change the format for the Questionnaire located in **Attachment G – the Pharmacy Worksheet**.
2. The Questionnaire must be submitted in Excel format.
3. Do not change the numbering within the questionnaire.
4. Read each question carefully. If you do not understand the question please clarify by submitting questions to the City by the due date located within the timeline.
5. Answer each question fully. Each answer will be scored on content and ability to understand and answer the question. Make sure you understand who the client is, what their plan design is like and what they are looking for from a PBM before you answer the questions.
6. Please do not copy/paste lengthy, generalized answers to the questions but create responses that are specific to this RFP and to the point. If you would like to submit additional information that is not easily submitted in **Attachment G**, please include in your hardcopy RFP response. Do not leave any question blank.
7. Do not change any questions.
8. Do not list the answer as “it is in another exhibit” or “can be found under another question” except where specific exhibits or samples are requested.

APPENDIX D



MIAMI BEACH

Special Conditions

Health Plan Services and Benefits to the City of Miami Beach Active Employees, Dependents, Pre-65 Retirees, and Post-65 Retirees

2016-086-WG

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

1. TERM OF CONTRACT. The term of the agreement shall commence upon final execution of the agreement, and shall be effective for three (3) years.

2. OPTION TO RENEW. The City, through its City Manager, will have the option to extend for two (2) additional one-year periods subject to the availability of funds for succeeding fiscal years.

Continuation of the contract beyond the initial period is a City prerogative; not a right of the bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

APPENDIX E



MIAMI BEACH

Proposal Tender Form

Health Plan Services and Benefits to the City of Miami
Beach Active Employees, Dependents, Pre-65 Retirees,
and Post-65 Retirees

2016-086-WG

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

APPENDIX E PROPOSAL TENDER FORM

The proposal tender forms (Appendix E) below are to be filled out, as well as, the Excel Fee Proposal forms and affixed with signature. The Fee Proposal in Excel includes formulas to produce the totals and annual cost. Failure to submit the electronic proposal tender form (Appendix E) and Attachment I, in Excel format in its entirety and fully executed by the deadline established for the receipt of proposals may result in proposal being deemed non-responsive and being rejected.

Bidder affirms that the prices stated on the proposal price form below represents the entire cost of the items in full accordance with the requirements of this RFP, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The Proposal Tender Form shall be completed mechanically or, if manually, in ink. **Proposal Tender Forms completed in pencil shall be deemed non-responsive.** All corrections on the Proposal Tender Form shall be initialed.

Required Submittals:

Electronic submission of all forms and questionnaires in their original format (Excel) including but not limited to the Fee Proposal, Claims Re-Pricing Document, Disruption Document, GeoAccess Document, Pharmacy Attachments (L) and all applicable Questionnaires.

Medical ASO Fee Proposal

Enrolled Subscribers:	1,532
------------------------------	-------

Administrative Fee	Per Subscriber Per Month
Core Administrative Services	\$0.00
Case Management	\$0.00
Disease Management	\$0.00
Behavioral Health	\$0.00
Network Access	\$0.00
Concierge Services	\$0.00
Reinsurer Interface Fee (if any)	\$0.00
Wellness Vendor Interface Fee (if any)	\$0.00
GBS Consulting Fee	\$10.00
Subtotal Administrative Fees:	\$ _____
Optional Services	Per Subscriber Per Month
COBRA Administration	\$0.00
24/7 Nurse Line	\$0.00
Conversion Fee	\$0.00
Other (Please Describe)	\$0.00
Subtotal Optional Services	\$ _____
Total Per Subscriber Per Month	\$ _____
Total Annual Administrative Cost	(Total Per Subscriber per Month x 1,532 x 12) \$ _____

To be Provided by Medical Carrier(s)	Annual Amount
Onsite Claims/Eligibility Representative (Full-Time)	\$0

Bidder's Affirmation
Company:
Authorized Representative:
Address:
Telephone:
Email:
Authorized Representative's Signature:

APPENDIX E PROPOSAL TENDER FORM

The proposal tender forms (Appendix E) below are to be filled out, as well as, the Excel Fee Proposal forms and affixed with signature. The Fee Proposal in Excel includes formulas to produce the totals and annual cost. Failure to submit the electronic proposal tender form (Appendix E) and Attachment I, in Excel format in its entirety and fully executed by the deadline established for the receipt of proposals may result in proposal being deemed non-responsive and being rejected.

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Required Submittals:

Electronic submission of all forms and questionnaires in their original format (Excel) including but not limited to the Fee Proposal, Claims Re-Pricing Document, Disruption Document, GeoAccess Document, Pharmacy Attachments (L) and all applicable Questionnaires.

Reinsurance / Stop Loss Fee Proposal

\$230,000 SSL Deductible, 10/1/16 Effective Date, PAID in 12 Months Contract			
Individual Stop Loss	Enrollees	Rate	
PEPM (subscriber)	1,532		\$0.00
Annual Totals	1,532	(Ind. Rate x 1,532 x 12)	\$ _____
Aggregate Stop Loss	Enrollees	Rate	
PEPM (subscriber)	1,532		\$0.00
Annual Totals	1,532	(Agg. Rate x 1,532 x 12)	\$ _____
120% Corridor Requested			
Attachment Factor	Enrollees	Rate	
PEPM (subscriber)	1,532		\$0.00
Annual Totals	1,532	(Attachment x 1,532 x 12)	\$ _____

Total Reinsurance Premium	Ind. Total + Agg. Total Annual)	\$ _____
Total Claims Liability	Attachment Factor Total Annual	\$ _____

Bidder's Affirmation
Company:
Authorized Representative:
Address:
Telephone:
Email:
Authorized Representative's Signature:

APPENDIX E PROPOSAL TENDER FORM

The proposal tender forms (Appendix E) below are to be filled out, as well as, the Excel Fee Proposal forms and affixed with signature. The Fee Proposal in Excel includes formulas to produce the totals and annual cost. Failure to submit the electronic proposal tender form (Appendix E) and Attachment I, in Excel format in its entirety and fully executed by the deadline established for the receipt of proposals may result in proposal being deemed non-responsive and being rejected.

Bidder affirms that the prices stated on the proposal price form below represents the entire cost of the items in full accordance with the requirements of this RFP, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The Proposal Tender Form shall be completed mechanically or, if manually, in ink. **Proposal Tender Forms completed in pencil shall be deemed non-responsive.** All corrections on the Proposal Tender Form shall be initialed.

Required Submittals:

Electronic submission of all forms and questionnaires in their original format (Excel) including but not limited to the Fee Proposal, Claims Re-Pricing Document, Disruption Document, GeoAccess Document, Pharmacy Attachments (L) and all applicable Questionnaires.

Pharmacy (Rx) Services Checklist

Does your Proposal Include:	Confirmation (Yes/No)
Pharmacy - Basic Information and Confirmations	
Rx Data File Full Re-Pricing (Carriers Separate/Combined) (Attachment L4)	
Rx Vendor Offering Worksheet (Attachment L5)	
Rx Re-Pricing Summary File (Carriers Separate/Combined) (Attachment L6)	
Rx Top Drug Submittals (Attachment L8)	
Rx Claims Utilization File - Formulary Disruption (Attachment L9)	
Rx Mac List Submittal (Attachment L10)	
Rx Specialty List Sample (Attachment L11)	
Rx Questionnaire (Attachment G - Pharmacy Section)	
Rx Checklist Electronically (Attachment I - Fee Proposal, Rx Checklist)	

Bidder's Affirmation
Company:
Authorized Representative:
Address:
Telephone:
Email:
Authorized Representative's Signature:

APPENDIX E PROPOSAL TENDER FORM

The proposal tender forms (Appendix E) below are to be filled out, as well as, the Excel Fee Proposal forms and affixed with signature. The Fee Proposal in Excel includes formulas to produce the totals and annual cost. Failure to submit the electronic proposal tender form (Appendix E) and Attachment I, in Excel format in its entirety and fully executed by the deadline established for the receipt of proposals may result in proposal being deemed non-responsive and being rejected.

Bidder affirms that the prices stated on the proposal price form below represents the entire cost of the items in full accordance with the requirements of this RFP, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The Proposal Tender Form shall be completed mechanically or, if manually, in ink. **Proposal Tender Forms completed in pencil shall be deemed non-responsive.** All corrections on the Proposal Tender Form shall be initialed.

Required Submittals:

Electronic submission of all forms and questionnaires in their original format (Excel) including but not limited to the Fee Proposal, Claims Re-Pricing Document, Disruption Document, GeoAccess Document, Pharmacy Attachments (L) and all applicable Questionnaires.

EAP Fee Proposal

Enrolled Subscribers:	1,730
EAP Fee (PEPM):	
Core Services	\$0.00
Subtotal:	(Rate x 1,730 x 12) \$ _____
Optional Services (PEPM):	
	\$0.00
	\$0.00
	\$0.00
Subtotal:	(Optional Rates x 1,730 x 12) \$ _____
Total	\$ _____

Bidder's Affirmation
Company:
Authorized Representative:
Address:
Telephone:
Email:
Authorized Representative's Signature:

APPENDIX F

Insurance Requirements

Health Plan Services and Benefits to the City of Miami
Beach Active Employees, Dependents, Pre-65 Retirees,
and Post-65 Retirees

2016-086-WG

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139



MIAMI BEACH

PROFESSIONAL SERVICES

Before beginning any work, and throughout the term of the contract (including renewal periods), the Provider shall indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation for all employees of the provider as required by Florida Statute 440, and Employer's Liability Insurance in an amount not less than \$1,000,000.
- B. Commercial General Liability on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence, for bodily injury and property damage. **City of Miami Beach must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in an amount not less than \$1,000,000.

The insurance coverage required above must include a waiver of subrogation in favor of the City.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the provider. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B+" as to management, and no less than "Class VI" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the City Risk Management Division.

CERTIFICATE HOLDER MUST READ:

**CITY OF MIAMI BEACH
1700 CONVENTION CENTER DRIVE
3rd FLOOR
MIAMI BEACH, FL 33139**

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

Condensed Title:

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER, PURSUANT TO REQUEST FOR PROPOSALS NO. 2015-146-YG (THE RFP) FOR PARKING ATTENDANTS FOR CITY PARKING GARAGES.

Key Intended Outcome Supported:

Ensure Comprehensive Mobility Addressing All Modes Throughout The City

Supporting Data (Surveys, Environmental Scan, etc): N/A

Item Summary/Recommendation:

On September 2, 2015, the Mayor and City Commission approved Resolution 2015-29124 accepting the recommendation of the City Manager pertaining to the ranking of proposals, pursuant to Request for Proposals No. 2015-146-YG (the RFP), for Parking Attendants for City Parking Garages, authorizing the Administration to enter into negotiations with the highest ranked proposer SP Plus Corporation; and if unsuccessful in negotiating an agreement with SP Plus, authorizing the Administration to issue a new RFP; and further authorizing the Mayor and City Clerk to execute an agreement upon conclusion of successful negotiations by the Administration.

On October 14, 2015, the Mayor and City Commission approved Resolution 2015-29184, rescinding Resolution No. 2015-29124, by acclamation, and accepting the recommendation of the City Manager pertaining to the ranking of proposals, pursuant to Request for Proposals No. 2015-146-YG (the RFP), for Parking Attendants for City Parking Garages; and authorizing the Administration to enter into negotiations with the highest ranked proposer, SP Plus Corporation; and if unsuccessful in negotiating an agreement with SP Plus, then authorizing the Administration to enter into negotiations with the second highest ranked responsive proposer, LAZ Florida Parking, LLC; and further requiring the administration to present the final negotiation agreement to the Mayor and City Commission for reviews and approval prior to execution.

Staff has negotiated an additional reduction in the management fee from the cost proposal originally submitted by SP Plus, which was already the lowest responsive cost proposal received by the City at that time. Laz Florida Parking represented before the City Commission, on October 14, 2015, that they would amend the management fee originally submitted in their proposal to the RFP to \$400,000. However, the Administration is unable to negotiate with Laz Florida Parking, LLC, the second highest ranked proposer, because the City Commission only authorized such negotiations in the event negotiations with SP Plus Corporation were unsuccessful. While this representation was made on behalf of Laz Parking at the October 14, 2015 meeting, the Administration is unable to determine specifics related to this representation.

Additionally, as the City Commission may recall, the City released two (2) RFPs concurrently last fall – one for parking attendants (referenced herein) and another for parking meter collections. On October 14, 2015, in addition to authorizing the Administration to negotiate with SP Plus for an agreement for parking attendants, the City Commission approved negotiations with Laz Florida Parking for meter collection services. The Agreement with Laz Parking for meter collection services is in the process of being finalized. I believe it is in the City's best interest to not have both services concentrated in a single contractor. Both SP Plus and Laz Parking are reputable contractors well versed the delivery of the referenced services. However, in the event of an issue with either contractor, the City would benefit by having a second contractor already familiar with the City to offer the required services.

RECOMMENDATION

the City Manager recommends that the City Commission approve the Resolution authorizing the Administration and the City Attorney's to finalize the Agreement with SP Plus in a management fee amount not to exceed \$417,000, as negotiated by the Administration; and to further authorize the Mayor and City Clerk to execute the final agreement.

Advisory Board Recommendation:

N/A

Financial Information: The annual cost associated with the parking attendant services is subject to the funds availability approved through the City's budgeting process.

Source of Funds:	Amount	Account
OBPI	1	
	Total	

Financial Impact Summary: The annual cost associated with the acquisition of background investigation services is subject to funds availability approved through the City's budgeting process.

City Clerk's Office Legislative Tracking:

Alex Denis, Extension 6641

Sign-Offs:

Department Director	Assistant City Manager	City Manager
AD SF	KGB MT	JLM

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COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: March 9, 2016

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER, PURSUANT TO REQUEST FOR PROPOSALS NO. 2015-146-YG (THE RFP) FOR PARKING ATTENDANTS FOR CITY PARKING GARAGES.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

KEY INTENDED OUTCOME SUPPORTED

Ensure Comprehensive Mobility Addressing All Modes Throughout The City

FUNDING

The annual cost associated with the parking attendant services is subject to the funds availability approved through the City's budgeting process.

BACKGROUND

On May 5, 2011, the Mayor and City Commission awarded RFP 17-10/11 for Parking Attendants for City Parking Garages to SP Plus Municipal Services, a division of Standard Parking Corporation. The start date of the initial three (3) year term was August 16, 2011, and expired August 15, 2014. The first of two one (1) year renewal options with SP Plus Municipal Services was exercised and commenced on August 16, 2014 and will expire on August 15, 2015.

On July 30, 2014, the Mayor and Commission considered and approved an item referring to the Finance and Citywide Projects Committee discussion on the management agreement with SP Plus Municipal Services, a division of Standard Parking Corporation, for parking attendants. Specifically, the referral requested a decision on: (1) not exercising the City's option to renew the agreement; and (2) extending the Agreement on a month-to-month basis; and (3) issuing a new RFP (Request for Proposals) for parking attendants for the City's parking garages.

On February 2, 2015, the FCWPC discussed this item (Item No. 3 on the Agenda) and recommended the issuance of an RFP for Parking Attendants for the City's Parking System. The pursuit of a formal procurement process for Parking Attendants for the City's Parking System is anticipated to yield cost savings through a combination of reduced personnel costs and gated revenue control system technology enhancements, including a central monitoring station.

On April 15, 2015, the City Commission approved the issuance of Request for Proposals (RFP) No. 2015-146-YG Parking Attendants for City Parking Garages. On April 21, 2015, the RFP was issued. RFP responses were due and received on July 10, 2015. The City received a total of four (4) proposals.

On September 2, 2015, the Mayor and City Commission approved Resolution 2015-29124; accepting the recommendation of the City Manager pertaining to the ranking of proposals, pursuant to Request for Proposals No. 2015-146-YG (the RFP), for Parking Attendants for City Parking Garages, authorizing the Administration to enter into negotiations with the highest ranked proposer SP Plus Corporation; and if unsuccessful in negotiating an agreement with SP Plus, authorizing the Administration to issue a new RFP; and further authorizing the Mayor and City Clerk to execute an agreement upon conclusion of successful negotiations by the Administration.

On October 14, 2015, the Mayor and City Commission approved Resolution 2015-29184, rescinding Resolution No. 2015-29124, by acclamation, and accepting the recommendation of the City Manager pertaining to the ranking of proposals, pursuant to Request for Proposals No. 2015-146-YG (the RFP), for Parking Attendants for City Parking Garages; and authorizing the Administration to enter into negotiations with the highest ranked proposer, SP Plus Corporation; and if unsuccessful in negotiating an agreement with SP Plus, then authorizing the Administration to enter into negotiations with the next highest ranked responsive proposer, LAZ Florida Parking, LLC; and further requiring the administration to present the final negotiation agreement to the Mayor and City Commission for reviews and approval prior to execution.

As directed by the City Commission, negotiations have been ongoing with the highest ranked proposer, SP Plus Corporation. Said negotiations resulted in a reduction in the originally proposed Management Fee of \$30,276 annually. The reduced annual Management Fee proposed by SP Plus Corporation is now \$417,000.

CITY MANAGER'S RECOMMENDATION

As indicated herein, staff has negotiated an additional reduction in the management fee from the cost proposal originally submitted by SP Plus, which was already the lowest responsive cost proposal received by the City at that time. I recognize that Laz Florida Parking represented before the City Commission, on October 14, 2015, that they would amend the management fee originally submitted in their proposal to the RFP to \$400,000. However, the Administration is unable to negotiate with Laz Florida Parking, LLC, the second highest ranked proposer, because the City Commission only authorized such negotiations in the event negotiations with SP Plus Corporation were unsuccessful. While this representation was made on behalf of Laz Parking at the October 14, 2015 meeting, the Administration is unable to determine specifics related to this representation.

Additionally, as the City Commission may recall, the City released two (2) RFPs concurrently last fall – one for parking attendants (referenced herein) and another for parking meter collections. On October 14, 2015, in addition to authorizing the Administration to negotiate with SP Plus for an agreement for parking attendants, the City Commission approved negotiations with Laz Florida Parking for meter collection services. The Agreement with Laz Parking for meter collection services is in the process of being finalized. I believe it is in the City's best interest to not have both services concentrated in a single contractor. Both SP Plus and Laz Parking are reputable contractors well versed the delivery of the referenced services. However, in the event of an issue with either contractor, the City would benefit by having a second contractor already familiar with the City who would be able to step to offer the required services.

Therefore, after considering the results of the rankings pursuant to the RFP, as well as subsequent negotiations and additional price reductions agreed to by SP Plus, I recommend that the City Commission approve the Resolution authorizing the Administration and the City Attorney's to finalize the Agreement with SP Plus in a management fee amount not to exceed \$417,000 as negotiated by the Administration; and further authorize the Mayor and City Clerk to execute the final agreement.

JLM / KGB / SF / AD / WG

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RESOLUTION TO BE SUBMITTED

Condensed Title:

A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Florida, Accepting The Recommendation Of The City Manager To Award, And Authorizing The Administration To Negotiate With The Sole Responsive Proposer, Bergeron Land Development, Pursuant To RFP No. 2016-062-Kb For The Design Build Contract Of The West Avenue Bridge Over Collins Canal, With The Option To Include Or Exclude The Lincoln Court Pedestrian Bridge Over Collins Canal As Part Of The West Avenue Project.

Key Intended Outcome Supported:

Build and Maintain Priority Infrastructure with Full Accountability

Supporting Data (Surveys, Environmental Scan, etc): N/A

Item Summary/Recommendation:

On December 29, 2015, the RFP was issued. A voluntary pre-proposal conference to provide information to the proposers submitting a response was held on January 7, 2016. RFP responses were due and received on March 1, 2016. The City received a total of one (1) proposal, from Bergeron Land Development, Inc.

The Evaluation Committee convened on February 2, 2016 to consider proposals received. Mr. Josiel Ferrer, Ms. Sabrina Baglieri, and Mr. Luis Soto participated as committee members. The Committee was provided an overview of the project, information relative to the City's Cone of Silence Ordinance and the Government Sunshine Law. The Committee was also provided with general information on the scope of services, references, and a copy of each proposal. The Committee was instructed to score the proposal pursuant to the evaluation criteria established in the RFP.

On March 1, 2016, the City received a single proposal from Bergeron Land Development in a total amount of \$15,645,372.60 (inclusive of 10% owner's contingency) for three components: West Avenue Bridge \$9,434,700.00; Dade Boulevard Harmonization \$4,880,134.60; and Lincoln Court Pedestrian Bridge \$1,330,538.00. The City has reached out to the prospective proposers which attended the pre-proposal meeting on January 7, 2016 and those which received the solicitation and addendums through Public Purchase, to inquire as to why they did not submit a solicitation response to this RFP. Out of 50+ prospective proposers three (3) responded advising that there was insufficient time to respond, the specifications were unclear or too restrictive, workload does not allow us to proposal, and/or they were unable to meet the specifications. PCL Civil Constructors, Inc. further explained that there was "insufficient time to acquire permits and meet the required substantial completion date; permitting alone could take longer than the time specified of 270 calendar days."

After reviewing all the submissions and the results of the evaluation process, it has been determined that the prices provided are significantly higher than what the City believes is reasonable for this type of project; therefore, the City Manager recommends that the RFP be awarded in order to allow negotiations and terms with the sole responsive proposer, Bergeron Land Development at a significantly reduced cost. Should an agreement not be reached the parties shall be at an impasse and an LTC shall issue to the City Commission.

THE ADMINISTRATION RECOMMENDS APPROVING THE RESOLUTION.**Advisory Board Recommendation:****Financial Information:**

Source of Funds:	Amount	Account
1		The cost of the related services, determined upon successful negotiations, are subject to funds availability approved through the City's budgeting process.
OBPI	Total	

Financial Impact Summary:**City Clerk's Office Legislative Tracking:**

Alex Denis, Bruce Mowry

Sign-Offs:

Department Director	Assistant City Manager	City Manager
JJF AD <u>AD</u>	EC <u>EC</u> MT _____	JLM <u>JLM</u>

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MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: March 9, 2016

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER TO AWARD, AND AUTHORIZING THE ADMINISTRATION TO NEGOTIATE WITH THE SOLE RESPONSIVE PROPOSER, BERGERON LAND DEVELOPMENT, PURSUANT TO RFP NO. 2016-062-KB FOR THE DESIGN BUILD CONTRACT OF THE WEST AVENUE BRIDGE OVER COLLINS CANAL, WITH THE OPTION TO INCLUDE OR EXCLUDE THE LINCOLN COURT PEDESTRIAN BRIDGE OVER COLLINS CANAL AS PART OF THE WEST AVENUE PROJECT.**

FUNDING

The cost of the related services, determined upon successful negotiations, are subject to funds availability approved through the City's budgeting process.

BACKGROUND

The West Avenue Bridge Project and the Lincoln Court Pedestrian Bridge (if included) is expected to improve traffic safety, transit, bicycle and pedestrian mobility and general safety in the area. In addition, the new bridge will create a direct connection across Collins Canal. The proposed Lincoln Court pedestrian bridge was not part of the PD&E study but it will also improve pedestrian and bicycle mobility.

Public Works Department (PWD) desires to expedite the construction of the West Avenue Bridge Project and the Lincoln Court Pedestrian Bridge (if included) while the Sunset Harbour Project is currently on-going. In order to save time, PWD determined that the design build procurement method would be suited for this project. As a result, PWD prepared a Design Criteria Package (DCP), as required by Florida Statutes, for the project that served to define the design requirements for development of construction documents by Design Build Firms and for submission of their price proposal.

On December 16, 2015, the City Commission directed the Administration to prepare and issue an RFP seeking proposals for design build services for the West Avenue Bridge over the Collins Canal, and possible pedestrian bridge at Lincoln Court. The City Commission also directed the Administration to provide a copy of the RFP once it was released. The RFP was released on December 29, 2015 and City Commission was notified via LTC No. 491-2015 on December 31, 2015.

Proposals were requested from Design Build Firms for the design, construction and construction management of the West Avenue Bridge over Collins Canal and the reconstruction of Dade Boulevard. The City, at its option, may elect to add the Lincoln Court Pedestrian Bridge as part of this project so Design Build Firm shall provide a separate proposal for the design, construction management and construction of the pedestrian bridge and its approaches. The scope of work also includes street lighting, pedestrian lighting, signing and pavement markings, a new vehicular and pedestrian signal at Dade Boulevard and West Avenue, utility relocation and/or adjustments and drainage.

RFP PROCESS

On December 29, 2015, the RFP was issued. A voluntary pre-proposal conference to provide information to the proposers submitting a response was held on January 7, 2016. RFP responses were due and received on March 1, 2016. The City received a total of one (1) proposal, from Bergeron Land Development, Inc.

On January 25, 2016, the City Manager, via Letter to Commission (LTC) No. 035-2016, appointed an Evaluation Committee (the "Committee"), consisting of the following individuals:

- Josiel Ferrer, Transportation Manager, Transportation Department, City of Miami Beach
- Sabrina Baglieri, Senior Capital Projects Coordinator, Capital Improvement Program, City of Miami Beach
- Luis Soto, Civil Engineer III, Public Works Department, Engineering Division, City of Miami Beach

The City Manager also considered the following individuals as alternates:

- Roger Buell, Assistant City Engineer, Public Works Department, Engineering Division, City of Miami Beach
- Milos Majstorovic, Transportation Analyst, Transportation Department City of Miami Beach

The Evaluation Committee convened on February 2, 2016 to consider proposals received. Mr. Josiel Ferrer, Ms. Sabrina Baglieri, and Mr. Luis Soto participated as committee members. The Committee was provided an overview of the project, information relative to the City's Cone of Silence Ordinance and the Government Sunshine Law. The Committee was also provided with general information on the scope of services, references, and a copy of each proposal. The Committee was instructed to score the proposal pursuant to the evaluation criteria established in the RFP. The evaluation process resulted in the scoring of the proposal as indicated in the table below.

REQUEST FOR Proposals (RFP) No. 2016-062-KB, for Design Build Services for the West Avenue Bridge Over Collins Canal	Josiel Ferrer	Sabrina Baglieri	Luis Soto
Bergeron Land Development – Step 1	100	90	86
Bergeron Land Development – Step 2	88	90	90
TOTAL	188	180	176

On March 1, 2016, the City received a single proposal from Bergeron Land Development in a total amount of \$15,645,372.60 (inclusive of 10% owner's contingency) for three components: West Avenue Bridge \$9,434,700.00; Dade Boulevard Harmonization \$4,880,134.60; and Lincoln Court Pedestrian Bridge \$1,330,538.00. The City has reached out to the prospective proposers which attended the pre-proposal meeting on January 7, 2016 and those which received the solicitation and addendums through Public Purchase, to inquire as to why they did not submit a solicitation response to this RFP. Out of 50+ prospective proposers three (3) responded advising that there was insufficient time to respond, the specifications were unclear or too restrictive, workload does not allow us to proposal, and/or they were unable to meet the specifications. PCL Civil Constructors, Inc. further explained that there was "insufficient time to acquire permits and meet the required substantial completion date; permitting alone could take longer than the time specified of 270 calendar days."

CITY MANAGER'S RECOMMENDATION

After reviewing all the submissions and the results of the evaluation process, it has been determined that the prices provided are significantly higher than what the City believes is reasonable for this type of project; therefore, the City Manager recommends that the RFP be awarded in order to allow negotiations and terms with the sole responsive proposer, Bergeron Land Development at a significantly reduced cost. Should an agreement not be reached The parties would reach an impasse.

JLM/MT/EC/AD/MB/RB/LS

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